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NEW DELHI, SATURDAY, APRIL 25, 1981/VAISAKHA 5, 1903

इस भाग में भिन्न पृष्ठ सख्या दी जाती है जिससे कि यह असंग्रह संकलन के रूप में रखा जा सके
Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii) PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications issued by the Ministries of the Government of India
(other than the Ministry of Defence)

विधि, न्याय और कम्पनी कार्य मंत्रालय

(न्याय विभाग)

आदेश

नई दिल्ली 10 अप्रैल 1981

का० आ० 1263—यह पटना उच्च न्यायालय के मुख्य न्यायाधीश ने श्री चन्द्र नारायण तिवारी जो उक्त उच्च न्यायालय के न्यायाधीश के पद पर काम कर चुके हैं, यह अनुमति देने का प्रस्ताव किया है कि वे 30-6-80 का 5 वर्षों से अधिक अवधि से सम्बन्धित पड़े 4979 मामलों का निपटारा करने के लिए उक्त उच्च न्यायालय के न्यायाधीश के रूप में बैठे और कार्य करें।

और यह संविधान के अनुच्छेद 224-क के उपबंधों के अनुसरण में राष्ट्रपति ने पटना उच्च न्यायालय के मुख्य न्यायाधीश के श्री चन्द्र नारायण तिवारी का यह अनुमति देने के संबंधित प्रस्ताव को अपनी सख्तमति दे दी है कि वे तब तक के लिए उक्त उच्च न्यायालय के न्यायाधीश के रूप में बैठे और 30-6-1980 का 5 वर्षों से अधिक अवधि से सम्बन्धित पड़े 4979 मामलों का निपटारा करें और यह, अथवा श्री चन्द्र नारायण तिवारी द्वारा पर का कार्यभार वहन किये जाने की नगरीय में एक वर्ष से अधिक अवधि तक हमसे स जो भी पड़ता है उस अवधि तक कार्य करने रहे।

और अब संविधान के अनुच्छेद 224-क के अनुसरण में राष्ट्रपति पद द्वारा यह निर्धारित करने है कि उक्त श्री चन्द्र नारायण तिवारी जिस अवधि तक के लिए पटना उच्च न्यायालय के न्यायाधीश के रूप

में बैठेंगे और कार्य करेंगे वे उस अवधि तक के लिए निम्नलिखित भत्ते पान के हकदार होंगे —

- (1) केवल 3500/- रुपए प्रतिमाह (तीन हजार पांच सौ रुपए), जिसमें पेशन तथा पटना उच्च न्यायालय के न्यायाधीश के रूप में उनके द्वारा लिए जा रहे किसी अन्य सेवाविशेषिता लाभों पेशन-गमनन्य निकास दिया जाएगा।
- (2) मोटर कार रखने पर 300/- रुपए (तीन सौ रुपए) प्रति-माह बहन भत्ता और
- (3) किराया-मुक्त सरकारी आवास का उपयोग और यदि श्री चन्द्र नारायण तिवारी सरकारी आवास का उपयोग नहीं करने तो उन्हें बहन भत्ते का छोड़कर अपने पूर्वोक्त भत्तों के माध्यम से प्रतिमाह के बराबर की राशि का प्रतिमाह भुगतान किया जाएगा।

[सख्या 60/10/78-न्याय]

वैराग्य चन्द्र कनकन, उप सचिव

MINISTRY OF LAW, JUSTICE AND COMPANY AFFAIRS
(Department of Justice)

ORDER

New Delhi, the 10th April, 1981

S.O 1263 —Whereas the Chief Justice of the Patna High Court has made a proposal to request Shri Chandra Narain Tiwari who has held the office of a Judge of that High

Court, to sit and act as a Judge of that High Court for the disposal of 4979 cases pending for over 5 years as on 30-6-1980;

And whereas in pursuance of the provisions of Article 224A of the Constitution, the President hereby gives his consent to the aforesaid proposal of the Chief Justice of the Patna High Court to request Shri Chandra Narain Tiwari to sit and act as a Judge of that High Court until 4979 cases pending for over five years as on 30-6-1980 are disposed of, or for a period not exceeding one year from the date Shri Chandra Narain Tiwari assumes office, whichever is earlier;

Now, therefore, in pursuance of article 224A of the Constitution, the President hereby determines that the said Shri Chandra Narain Tiwari shall, for the period during which he sits and acts as a Judge of the Patna High Court, be entitled to the following allowances, namely:—

- (i) Rs. 3,500/- (Rupees three thousand and five hundred) only per month minus the pension and pension equivalent of any other retirement benefits drawn by him as a retired Judge of the Patna High Court;
- (ii) A conveyance allowance of Rs. 300/- (Rupees three hundred) only per month, subject to the maintenance of a motor car; and
- (iii) The use of an official residence free of rent, and if Shri Chandra Narain Tiwari does not avail himself of the use of the official residence, he shall be paid every month an amount equal to twelve and a half per cent, of his allowances aforesaid, excluding the conveyance allowance.

[No. 60/10/78-IUS]

K. C. KANKAN, Dy. Secy.

(निधि कार्य विभाग)

सूचनाएं

नई दिल्ली, 3 अप्रैल, 1981

का० आ० 1264—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री जगराम मिश्र, अधिका, झुनझुन ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे झुनझुन (राजस्थान) में व्यवसाय करने के लिए नोटरी के रूप में नियुक्त किया जाए।

2. उक्त व्यक्ति की नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आपक्ष इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए।

[संख्या 5 (67)/81-न्या०]

(Department of Legal Affairs)

NOTICES

New Delhi, the 3rd April, 1981

S.O. 1264.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules, 1956, that application has been made to the said Authority, under rule 4 of the said Rules; by Shri Jag Ram Singh, Advocate, Jhunjhuan, Rajasthan for appointment as a Notary to practise in Jhunjhuan.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(67)/80-Judl]

नई दिल्ली, 6 अप्रैल, 1981

का० आ० 1265—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री महाराज सिंह प्रधिवक्ता बुलन्दशहर यू० पी० ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे बुलन्दशहर में व्यवसाय करने के लिए नोटरी के रूप में नियुक्त किया जाए।

2. उक्त व्यक्ति की नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आपक्ष इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए।

[सं० एक० 5(7)/81-न्या०]

New Delhi, the 6th April, 1981

S.O. 1265.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Shri Maharaj Singh, Advocate, Buland Shahr (U.P.) for appointment as a Notary to practise in Buland Shahr.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(7)/81-Judl.]

का० आ० 1266—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री ग्यारसी नारायण शर्मा, अधिवक्ता जयपुर ने उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे जयपुर जिले में व्यवसाय करने के लिए नोटरी के रूप में नियुक्त किया जाए।

2. उक्त व्यक्ति की नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आपक्ष इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए।

[सं० 5(74)/80-न्या०]

एम० गुप्ता, सक्षम प्राधिकारी

S.O. 1266.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Shri Gyarsi Narain Sharma, Advocate, Jaipur for appointment as a Notary to practise in Jaipur District.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(74)/80-Judl.]

S. GOOPTU, Competent Authority.

गृह संचालय

(कार्मिक और प्रशासनिक सुधार विभाग)

नई दिल्ली, 7 अप्रैल, 1981

का० आ० 1267 —दण्ड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, केन्द्रीय सरकार, एम० पी० ई० मामला संख्या आर० सी० 2/78/सी० आई यू० (एन० सी०) तथा आर० सी० 9/77/सी० आई यू० (एन० सी०) में क्रमशः ए० पी० मरीन तथा अश्वों के शिकार तथा अशोक सोलोमन तथा अश्वों के शिकार अनिश्चित मुख्य मैट्रोपोलिटन मजिस्ट्रेट, पटियाला हाउस, नई दिल्ली के स्यात्राण्य में अभियोजना चलाने के प्रयोजन के लिए एतद्वारा श्री आनन्द स्वरूप को विशेष लोक अभियोजक के पद पर नियुक्ति करती है।

[संख्या 225/7/81-ए०पी०सी०(II)]

कार्मिक, प्रशासक, अवर सचिव

MINISTRY OF HOME AFFAIRS

(Department of Personnel and Administrative Reforms)

New Delhi, the 7th April, 1981

S.O. 1267.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby appoints Sri Anand Swaroop as Special Public Prosecutor for the purpose of conducting the prosecution in S.P.E. cases Nos. R.C. 2/78/CIU(NC) and R.C. 9/77 CIU(NC) against A. P. Sarin and others and against Ashok Solomon and others respectively in the Court of Additional Chief Metropolitan Magistrate, Patiala House, New Delhi.

[No. 225/7/81-AVD-II]

KALI PRASAD, Under Secy.

वित्त संचालय

(राजस्व विभाग)

नई दिल्ली, 9 दिसम्बर, 1980

आयकर

कां.आं. 1268.—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23 ग) के खंड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, "श्री चित्रपुर मठ" को निर्धारण वर्ष 1978-79 से 1980-81 तक के लिए उक्त धारा के प्रयोजनार्थ अधिसूचित करती है।

[सं. 3763/कां. सं. 197/181/78-आं.कं. (ए-1)]

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 9th December, 1980

(INCOME-TAX)

S.O. 1268.—In exercise of the powers conferred by clause (v) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Shri Chitrapur Math" for the purpose of the said section for the assessment year 1978-79 to 1980-81.

[No. 3763/F. No. 197/181/78-IT(AI)]

नई दिल्ली, 13 फरवरी, 1981

कां.आं. 1269.—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23 ग) के खंड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, "श्री आस्तिक समाज (कोडु गुदवायूर) मुम्बई" को निर्धारण वर्ष 1978-79 से 1981-82 के अन्तर्गत आने वाली अवधि के लिए उक्त धारा के प्रयोजनार्थ अधिसूचित करती है।

[सं. 3847/कां. सं. 197/90/80/आं.कं. (ए-1)]

New Delhi, the 13th February, 1981

S.O. 1269.—In exercise of the powers conferred by clause (v) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies the Asthik, Smaj (Kodhu Gudvayoor) Bombay" for the purpose of the said section for the period covered by assessment years 1978-79 to 1981-82.

[No. 3847/F. No. 197/90/80-IT(AI)]

कां.आं. 1270.—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23 ग) के खंड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, "डी. बाम्बे ऐक्मबेन्गिन कार्पोरेशन प्राइवेट लिमिटेड, मुम्बई" को निर्धारण वर्ष 1978-79 से 1981-82 के अन्तर्गत आने वाली अवधि के लिए उक्त धारा के प्रयोजनार्थ अधिसूचित करती है।

[सं. 3848/कां. सं. 197/190/79-आं.कं. (ए-1)]

S.O. 1270.—In exercise of the powers conferred by clause (v) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "The Bombay Xaverian Corporation Pvt. Ltd., Bombay" for the purpose of the said section for the period covered by assessment years 1978-79 to 1981-82.

[No. 3848/F. No. 197/190/79-IT(AI)]

कां.आं. 1271.—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23 ग) के खंड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, "श्री शिव बाल योगी महाराज ट्रस्ट, बंगलूर" को निर्धारण वर्ष 1980-81 से 1981-82 के अन्तर्गत आने वाली अवधि के लिए उक्त धारा के प्रयोजनार्थ अधिसूचित करती है।

[सं. 3850/कां. सं. 197/183/79-आं.कं. (ए-1)]

वी.बी. श्रीनिवासन, उप सचिव

S.O. 1271.—In exercise of the powers conferred by clause (v) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Shri Shiva Balayogi Maharaj Trust, Bangalore" for the purpose of the said section for the period covered by assessment years 1980-81 to 1981-82.

[No. 3850/F. No. 197/183/79-IT(AI)]

V. B. SRINIVASAN, Dy. Secy

आदेश

नई दिल्ली, 19 मार्च, 1981

स्टाम्प

कां.आं. 1272.—भारतीय स्टाम्प अधिनियम 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एनडूद्वारा उस शुल्क को माफ करती है, जो तमिलनाडु विद्युत बोर्ड द्वारा तमिलनाडु विद्युत बोर्ड अधिनियम 1995 के लिए नितम्बर 1980 में जारी किये गये पंद्रह करोड़ बासीस लाख रुपये मूल्य के प्रामिसरी नोटों पर उक्त अधिनियम के अन्तर्गत प्रभावी है।

[सं. 10/81-स्टाम्प-कां. सं. 33/7/81-वि. कर]

ORDERS

New Delhi, the 19th March, 1981

STAMPS

S.O. 1272.—In exercise of the powers conferred by clause (a) of sub-section (i) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the promissory notes to the value of fifteen crores and forty lakhs of rupees to be issued by the Tamil Nadu Electricity Board against the Tamil Nadu Electricity Board Loan, 1995 floated on September, 1980 are chargeable under the said Act.

[No. 10/81-Stamp-F. 33/7/81-ST]

नई दिल्ली, 8 अप्रैल, 1981

स्टाम्प

का०आ० 1273.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, केन्द्रीय सरकार एतद्वारा उस शुल्क को माफ करती है, जो रूरल इलेक्ट्रिकेशन कॉर्पोरेशन लिमिटेड नई दिल्ली द्वारा प्रोमिसरी नोटों के रूप में जारी किए जाने वाले पच्चीस करोड़, दो लाख पचास हजार रुपये मूल्य के बन्ध पत्रों और परवर्ती अन्तरणों के माधीभूत दस्तावेजों पर, उक्त अधिनियम के अन्तर्गत प्रभावी है।

[सं० 11/81-स्टाम्प-फा० सं० 33/11/81-बि०कर]

New Delhi, the 8th April, 1981

STAMPS

S.O. 1273.—In exercise of the powers conferred by clause (a) of sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the form of promissory notes to the value of twenty five crores, two lakhs and fifty thousand of rupees, to be issued by the Rural Electrification Corporation Limited, New Delhi and the documents evidencing subsequent transfers of the same are chargeable under the said Act.

[No. 11/81-Stamp-F. No. 33/11/81-ST]

नई दिल्ली, 2 अप्रैल, 1981

स्टाम्प

का० आ० 1274.—भारतीय स्टाम्प अधिनियम 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खण्ड (ख) में प्रदत्त शक्तियों का प्रयोग करने हुए, केन्द्रीय सरकार एतद्वारा गुजरात औद्योगिक विकास निगम को श्रृण पत्रों के रूप में उक्त निगम द्वारा जारी किए जाने वाले दो करोड़ बीस लाख रुपये के अंकित मूल्य के बन्ध-पत्रों पर स्टाम्प शुल्क में प्रभावी समेकित स्टाम्प शुल्क भरा करने की अनुमति देती है।

[सं० 12/81-स्टाम्प-फा० सं० 33/12/81-बि०कर]

जी. एस. मेहरा, अवर सचिव

New Delhi, the 2nd April, 1981

STAMPS

S.O. 1274.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899) the Central Government hereby permits the Gujarat Industrial Development Corporation to pay Consolidated stamp duty chargeable on account of the stamp duty on bonds in the form of debentures of the face value of rupees two crores and twenty lakhs, to be issued by the said Corporation.

[No. 12/81-Stamp-F. No. 33/12/81-ST]

G. S. MEHRA, Under Secy.

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 3 अप्रैल, 1981

का०आ० 1275.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, केन्द्रीय

सरकार, एतद्वारा श्री बी० पी० गौतम को श्री एस० के० खन्ना के स्थान पर हरियाणा क्षेत्रीय ग्रामीण बैंक, भिवानी का अध्यक्ष नियुक्त करती है। जिस तारीख से श्री बी० पी० गौतम, श्री एस० के० खन्ना से अध्यक्ष का वास्तव में कार्यभार सम्भालेंगे, इससे आरम्भ होने वाली तीन वर्ष की अवधि के लिए श्री बी० पी० गौतम इस पद पर कार्य करेंगे।

[सं० एफ० 2(3)/81 आर० आर० बी०]

इन्द्रानी सेन, अवर सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 3rd April, 1981

S.O. 1275.—In exercise of the powers conferred by sub-section (1) of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976) the Central Government hereby appoints Shri V. P. Gautam, as the Chairman of the Haryana Kshetriya Gramin Bank, Bhiwani vice Shri S. K. Khanna for a period of three years commencing on the date on which Shri V. P. Gautam actually takes over the charge as such Chairman from Shri S. K. Khanna.

[No. F. 2(3)/81-RRB]

INDRANI SEN, Under Secy.

नई दिल्ली, 7 अप्रैल, 1981

का० आ० 1276.—भारतीय रिजर्व बैंक अधिनियम 1934 (1934 का 2) की धारा 50 द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, केन्द्रीय सरकार एतद्वारा निम्नलिखित चार्टर्ड एकाउंटेंट्स फर्म को वर्ष 1980-81 के लिए भारतीय रिजर्व बैंक के लेखा परीक्षकों के रूप में पुनः नियुक्त करती है, अर्थात्:—

मेसर्स पी० के० चौपड़ा एण्ड कम्पनी,
चार्टर्ड एकाउंटेंट्स,
एन-84, कनाट सर्कस,
नयी दिल्ली

[सं० 1(11) 81/एकाउंटेंट्स]

New Delhi, the 7th April, 1981

S.O. 1276.—In exercise of the powers conferred by Section 50 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government hereby reappoints the following firm of Chartered Accountants as Auditors of the Reserve Bank of India for the year 1980-81, namely:—

M/s. P. K. Chopra & Co.,
Chartered Accountants,
N-84, Connaught Circus,
New Delhi.

[No. 1(11)81/Accts.]

का०आ० 1277.—भारतीय रिजर्व बैंक अधिनियम 1934 (1934 का 2) की धारा 50 द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, केन्द्रीय सरकार, एतद्वारा निम्नलिखित चार्टर्ड एकाउंटेंट्स फर्मों को वर्ष 1980-81 के लिए भारतीय रिजर्व बैंक के लेखा परीक्षकों के रूप में नियुक्त करती है अर्थात्:—

1. मेसर्स वाटलीबाई एण्ड पुरोहित चार्टर्ड एकाउंटेंट्स नेशनल इन्स्यो रेस विन्डिंग 204, डा० दावाबाई तौरोजी रोड, बम्बई-400001

2. मैसर्स लवलक एण्ड लिमिटेड एकाउंटेंट्स नं० 4, ल्योस रेंज, कलकत्ता।

3. मैसर्स डी० रंगास्वामी एण्ड कम्पनी, चार्टर्ड एकाउंटेंट्स, 1/142, माउंट रोड, मद्रास।

[सं० 1(11)81/एकाउंटेंट्स]

एन० बालसुब्रमण्यन, उप सचिव

(Department of Economic Affairs)

S.O. 1277.—In exercise of the powers conferred by Section 50 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government hereby reappoint the following firm of Chartered Accountants as Auditors of the Reserve Bank of India for the year 1980-81, namely :—

1. M/s. Battiboi & Purohit, Chartered Accountants, National Insurance Building, 204, Dr. Dadabhai Naroji Road, Bombay-400001.

2. M/s. Lovelock & Lewes, Chartered Accountants, No.4, Lyons Range, Calcutta.

3. M/s. D. Rangaswamy & Co., Chartered Accountants, 1/142, Mount Road, Madras.

[No. 1(11)81/Accts.]

N. BALASUBRAMANIAN, Dy. Secy

नई दिल्ली, 10 अप्रैल, 1981

का० आ० 1278.—निक्षेप बीमा और प्रत्यक्ष गारंटी निगम अधिनियम, 1961 (1961 का 47) की धारा 6 की उपधारा (1) के खण्ड (क) के उपबन्धों के अनुसरण में, केन्द्रीय सरकार एतद्वारा उज्जैन के एडवोकेट श्री लक्ष्मण प्रसाद भार्गव को 10 अप्रैल, 1981 से प्रारम्भ होने वाली दो वर्ष की और अवधि के लिए निक्षेप बीमा और प्रत्यक्ष गारंटी निगम के निदेशक के रूप में नामित करती है।

[एफ० 6/7/80 बी० प्रो०-I]

च० बा० मीरचन्दानी, उप सचिव,

New Delhi, the 10th April, 1981

S.O. 1278.—In pursuance of the provisions of clause(e) of sub-section (1) of section 6 of the Deposit Insurance and Credit Guarantee Corporation Act, 1961 (47 of 1961), the Central Government hereby renominates Shri Lakshman Prasad Bhargava, Advocate, Ujjain, as a Director of the Deposit Insurance and Credit Guarantee Corporation for a further period of two years with effect from 10th April, 1981.

C. W. MIRCHANDANI, Dy. Secy.

नई दिल्ली, 14 अप्रैल, 1981

का० आ० 1279.—भारतीय स्टेट बैंक द्वारा, कृष्णाराम बलदेव बैंक लि० के काराबार के अधिग्रहण से सम्बन्धित दिनांक 22-2-1974 को सरकार द्वारा जारी किए गए आदेश की शर्तों तथा निबन्धनों की धारा 5(4) तथा भारतीय स्टेट बैंक अधिनियम, 1955 (1955 का 23) के खण्ड 35 के उपखण्ड (7) द्वारा प्रदत्त शक्तियों के अनुसरण में, केन्द्रीय सरकार एतद्वारा कृष्णाराम बलदेव बैंक लि० की बसूल न की गई परिसम्पत्तियों के अन्तिम

मूल्यांकन की समयसीमा को, 19 अप्रैल, 1981 से 18 अप्रैल, 1983 (दोनों दिन शामिल हैं) तक की दो और वर्षों की अवधि के लिए बढ़ाती है।

[सं० 17/3/81-बी० प्रो०-III]

बलदेव सिंह, संयुक्त सचिव

New Delhi, the 14 h April, 1981

S.O. 1279.—In pursuance of clause 5(IV) of the Terms and Conditions sanctioned by the Central Government under an Order dated 22-2-1974 relating to the acquisition by the State Bank of India of the business of Krishnam Baldeo Bank Ltd., and in exercise of the powers conferred by sub-section (7) of Section 35 of the State Bank of India Act, 1955 (23 of 1955) the Central Government hereby extends the time limit for final valuation of the unrealised assets of the Krishnam Baldeo Bank Limited for a further period of two years from the 19th April 1981 to the 18th April 1983 both days inclusive.

[No. 17/3/81/BO III]

BALDEV SINGH, Joint Secy.

वाणिज्य मंत्रालय

(वाणिज्य विभाग)

उप-मुख्य नियंत्रक, आयात-निर्यात का कार्यालय, टी. डी. रोड, एर्णाकुलम

कोचिन, 24 जनवरी, 1981

का० आ० 1280.—ए० एम० 1980 अवधि के आयात नीति किताब के परिशिष्ट 7 में दिए के अनुसार सर्वश्री श्री इन्डस्ट्रीस XV /545, तामरकुलम नीष रोड, कुलोन-691001, केरल प्रांत को कच्ची सामग्री, संघटकों उपभोग्य सामग्री टिन प्लेट वेस्ट/वेस्ट/का आयात के लिए, आयात लाइसेंस सं० पी/एस/1868174/सी/XX/73/ई/79 ता० 17-10-1979 जो 45930 रु० का है, जारी किया था।

1980-81 के आयात-निर्यात विधिविधि पुस्तिका के पैरा 351 में दिए शर्तों के अनुसार वार्डें ने एक हथफनामा फाईल किया, जिसमें उन्होंने बताया है कि एएम 1980 अवधि में सीमाशुल्क कार्य के लिए जारी किए 45930 रुए का आयात लाइसेंस सं० पी/एस/1868174 ता० 17-10-1979 पंजीकृत किए बिना स्थानांतरित रखा गया, इसलिए उपयोग नहीं कर पाया।

प्रस्तुत लाइसेंस की सीमाशुल्क कार्य काफी स्थानांतरित हो गया है, इसकी सत्यता पर मैं संतुष्ट हूँ।

यथासंशोधित आयात व्यापार नियंत्रण आदेश, 1955 की धारा 9(सीसी) में प्रदत्त अधिकारों का प्रयोग करते हुए 45930 रु० के लिए जारी किए आयात लाइसेंस संख्या पी/एस/1868174 ता० 17-10-79 का मैं एतद्वारा रद्द करता हूँ।

1980-81 आयात-निर्यात विधिविधि पुस्तिका के पैरा 351 में प्रदत्त शर्तों के अनुसार 45930 रु० के लिए आवेदक को दिए गए आयात लाइसेंस संख्या पी/एस/1868174 ता० 17-10-79 का एक अनुलिपि मैं यहां सीमाशुल्क कार्य के लिए जारी कर रहा हूँ।

[पाइल सं० 33/79/80/ए०यु०/एम०एम०आई/31]

आर० सी० एम० मेनोन, उप मुख्य नियंत्रक, आयात निर्यात

MINISTRY OF COMMERCE

(Department of Commerce)

OFFICE OF THE DY. CHIEF CONTROLLER OF IMPORTS
AND EXPORTS, T. D. ROAD, ERNAKULAM

Cochin, the 24th January, 1981

S.O. 1280.—M/s. Aji Industries, XV/545, Thamarakulam, Beach Road, Quilon-691001, Kerala State was granted import licence No. P/S/1868174/C/XX/73/E/79 dated 17-10-1979 for Rs. 45,930 for the import of Raw materials, Components and Consumables as in appendix 7 of the import Policy for AM-1980 period-Tin Plate Waste/Waste. They have filed an affidavit as required under para 351 of Hand Book of Import-Export Procedures 1980-81, wherein they have stated the Customs Purpose copy of the Import Licence No. P/S/1868174 dated 17-10-79 for Rs. 45,930 for AM-1980 period has been misplaced without having been registered with any Customs and utilized at all.

I am satisfied that the Customs Purpose copy of the said licence has been misplaced.

In exercise of the powers conferred on me under Section 9(cc) in the Import Trade Control Order, 1955 dated 7-12-55 as amended upto date the said import licence No. P/S/1868174 dated 17-10-1979 for Rs. 45,930 is hereby cancelled.

The applicant is now being issued duplicate Customs Purpose copy of import licence No. P/S/1868174 dated 17-10-79 for Rs. 45,930 in accordance with the provision of para 351 of Hand Book of Import-Export Procedures 1980-81.

[File No. 33/79-80/AU/SSI/631]

K. M. R. MENON, Dy. Chief Controller of Imports
and Exports.

नई दिल्ली, 10 अप्रैल, 1981

इलायची नियंत्रण

कांआ० 1281.—इलायची नियम, 1966 के नियम 5 के माथ पठित इलायची अधिनियम, 1965 (1965 का 42) की धारा 4 की उप-धारा (3) के खण्ड (ग) के अनुसरण में केन्द्रीय सरकार एतद्वारा अधिसूचित करती है कि श्रीमती मोनिका, दास, सदस्य, राज्य सभा की राज्य सभा द्वारा उक्त धारा 4 की उपधारा (1) के अधीन स्थापित इलायची बोर्ड के सदस्य के रूप में निर्वाचित किया गया है, और विनिर्दिष्ट करती है कि श्रीमती मोनिका दास इस अधिसूचना के शासकीय राजपत्र में प्रकाशित होने की तारीख से तीन वर्ष की अवधि के लिए अथवा तब तक के लिए जब तक वह राज्य सभा की सदस्य बनी रहती है जो भी पहले हो, उक्त बोर्ड के सदस्य के रूप में पद धारण करेंगी।

[का० सं० 32/10/80-प्लांट(बी)]

टी० आर० नागराजन, उप निदेशक

New Delhi, the 10th April, 1981

(CARDAMOM CONTROL)

S.O. 1281.—In pursuance of clause (c) of sub-section (3) of Section 4 of the Cardamom Act, 1965 (42 of 1965), read with rule 5 of the Cardamom Rules, 1966, the Central Government hereby notifies that Shrimati Monika Das, Member, Council of States, has been elected by the Council of States to be a member of the Cardamom Board, established under sub-section (1) of the said section 4, and specifies that Shrimati Monika Das shall hold office as a member of said Board with effect from the date of publication of this notification in the Official Gazette for a period of three years or until she ceases to be a member of the Council of States, whichever is earlier.

[File No. 32/10/80-Plant(B)]

T. R. NAGARAJAN, Dy. Director

उद्योग मंत्रालय

(औद्योगिक विकास विभाग)

आवेद

नई दिल्ली, 6 अप्रैल, 1981

कांआ० 1282.—केन्द्रीय सरकार, उद्योग (विकास और विनियमन) अधिनियम, 1951 (1951 का 65) की धारा 6 और विकास परिषद (प्रक्रिया) नियम, 1952 के नियम 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निम्नलिखित व्यक्तियों को इस आदेश की तारीख से दो वर्ष की अवधि के लिए उपकरण उद्योग विकास परिषद के अध्यक्ष और सदस्यों के रूप में नियुक्त करती है।

उपकरण उद्योग विकास परिषद

अध्यक्ष

1. श्री एस० एम० घोष,
भविष्य,
उद्योग मंत्रालय (औद्योगिक विकास विभाग),
नई दिल्ली।

सदस्य

2. श्री पी० आर० राज,
अध्यक्ष-एवं-प्रबन्ध निदेशक,
मेशनल इन्स्ट्रुमेंट्स लिमिटेड,
जादवपुर,
कलकत्ता-700032।
3. श्री सी० जयचन्द्रन,
मैसर्स टेलर इन्स्ट्रुमेंट्स कम्पनी (आई) लिमिटेड,
फरीदाबाद,
हरियाणा।
4. शिरोडियर वार्ड, भिलाई,
अध्यक्ष-एवं-प्रबन्ध निदेशक,
इन्स्ट्रुमेंटेशन लिमिटेड,
कोटा-5 (राजस्थान)।
5. श्री पी० एस० शर्मा,
सहायक अधीक्षक,
इन्स्ट्रुमेंटेशन (एस ई सी ओ एन),
हिन्दुस्तान स्टील लिमिटेड,
रांची (बिहार)।
6. महानिदेशक,
भारतीय मानक संस्थान,
मानक भवन
बहादुरशाह जफर मार्ग,
नई दिल्ली-110002।
7. डा० एच० सी० वर्मा,
मैसर्स ऐसोनिफिट इन्स्ट्रुमेंट्स मैन्युफैक्चरर्स (इन्डिया)
प्राइवेट लिमिटेड,
रामलाहट भवन,
26-27, ग्रामफ ग्रोवा मार्ग,
नई दिल्ली-110002।
8. केन्द्रीय विद्युत प्राधिकरण का प्रतिनिधि
9. श्री ए० पर्यवार्थी, नयेत संयुक्त भविष्य
इलेक्ट्रॉनिक विभाग,
नई दिल्ली।

- 10 श्री के० एन० रामास्वामी,
डी०डी०जी० (इंजीनियरी) डी०जी०टी० डी०
- 11 डा० हर्ष वर्धन,
निदेशक,
केन्द्रीय वैज्ञानिक उपकरण मण्डल,
चण्डीगढ़।
- 12 मैमर्स केबल स्टेट इलेक्ट्रानिक्स डेवलपमेंट कारपोरेशन
लिमिटेड,
त्रिवेन्द्रम।
- 13 संयुक्त सचिव, औद्योगिक विकास विभाग,
जो मंत्रीकरण उद्योग का कार्य देख रहे हैं।
- 14 श्री डी०बी० मलिक, अपर औद्योगिक सलाहकार,
डी०जी०टी०डी०

श्री डी०बी० मलिक, अपर औद्योगिक सलाहकार, डी०जी०टी०डी०, नई दिल्ली को सदस्य-सचिव के रूप में उक्त विकास परिषद के कृत्यों का निष्पादन करने के लिए नियुक्त किया जाता है।

[फा० सं० 3(5)/76-आईएमई]
मनोःश बहल, संयुक्त सचिव

MINISTRY OF INDUSTRY
(Department of Industrial Development)

ORDER

New Delhi, the 6th April, 1981

S.O. 1282.—In exercise of the powers conferred by Section 6 of the Industries (Development and Regulation) Act, 1951 (65 of 1951) and Rule 4 of the Development Councils (Procedural) Rules, 1952, the Central Government hereby appoints, for a period of two years with effect from the date of this Order, the following persons to be the Chairman and members of the Development Council for instruments Industry.

DEVELOPMENT COUNCIL FOR INSTRUMENTS INDUSTRY

CHAIRMAN

1. Shri S. M. Ghosh,
Secretary,
Ministry of Industry,
(Deptt. of Industrial Development),
New Delhi.

MEMBERS

2. Shri P. R. Rao,
Chairman-cum-Managing Director,
National Instruments Limited,
Jadavpur,
Calcutta-700032.
3. Shri P. Jayachandran,
M/s Taylor Instruments Co. (I) Limited,
Faridabad,
Haryana.
4. Brig Y. Nirula,
Chairman-Cum-Managing Director,
Instrumentation Limited,
Kota-5 (Rajasthan).
5. Shri P. S. Sharma,
Assistant Superintendent,
Instrumentation (MECON),
Hindustan Steel Limited,
Ranchi. (Bihar).
6. The Director General,
Indian Standard Institution,
Manak Bhavan,
Bahadur Shah Zafar Marg,
New Delhi-110002

7. Dr H. C. Verma,
M. Associated Instruments Manufacturers
(India) Private Limited,
Sunlight Building,
26-27, Asaf Ali Road,
New Delhi-110002.
8. Representative from Central Electricity Authority.
9. Shri A. Parthasarathy, Ex-officio Joint Secretary,
Department of Electronics,
New Delhi.
10. Shri K. N. Ramaswamy, Deputy Director General (Engineering, Directorate General of Technical Development,
11. Dr. Harsh Vardhan,
Director,
Central Scientific Instruments Organisation,
Chandigarh.
- 12 Representative from M/s. Kerala State Electronics
Development Corporation Limited,
Thiruvandrum.
13. Joint Secretary, Department of Industrial Development-
dealing with the instrumentation industry.
14. Shri D. B. Malik, Additional Industrial Adviser,
Directorate General of Technical Development.

Shri D. B. Malik, Additional Industrial Adviser, Directorate General of Technical Development, New Delhi, is hereby appointed to carry out the functions of the said Development Council as Member-Secretary.

[File No. 3(5)/76-IME]

MANISH BAHL, Jt. Secy.

पेट्रोलियम, रसायन और उर्वरक मंत्रालय

(पेट्रोलियम विभाग)

नई दिल्ली, 31 मार्च, 1981

का०आ० 1283 .—यतः पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम, रसायन और उर्वरक मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना का०आ० सं० 1170 दिनांक 26-4-80 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइपलाइनों को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आग्रह घोषित कर दिया था,

और यतः मध्य प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का निश्चय किया है।

अब अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करने हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है,

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय इंडियन ऑयल कॉर्पोरेशन लिमिटेड में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख को निहित होगा।

समस्त					1	2	3	4	5
नदसीय नद	जिला गुडगाव	राज्य हरियाणा				60 21 मिन	0	09	11
नाम ग्राम	ग्राम नं०	क्षेत्रफल				60 22 मिन	0	00	76
		ह०	मे०	वर्गमी०		61 5 मिन	0	10	11
						61 6 मिन	0	10	11
किरंज ह० न० 187	9 24 मिन	0	07	08		61 15 मिन	0	02	53
	16 20 मिन	0	01	52		70 1 मिन	0	00	76
	16 21 मिन	0	00	76		70 2 मिन	0	09	36
	17 4 मिन	0	10	12		70 9 मिन	0	09	12
	17 6 मिन	0	02	02		70 12 मिन	0	07	33
	17 7 मिन	0	08	09		70 13 मिन	0	02	53
	17 14 मिन	0	00	25		70 18 मिन	0	10	12
	17 15 मिन	0	08	83		70 19 मिन	0	00	00
	17 16 मिन	0	10	12		70 23 मिन	0	06	32
	17/25 मिन	0	06	07		73 3 मिन	0	03	29
	21 11 मिन	0	10	12		73 4 मिन	0	04	55
	21 10 मिन	0	10	12		73 7 मिन	0	10	12
	21 11 मिन	0	09	11		73 14 मिन	0	10	11
	21 12 मिन	0	01	01		73 15 मिन	0	00	00
	21 19 मिन	0	09	61		73 16 मिन	0	07	33
	21/22 मिन	0	07	08		73 17 मिन	0	02	78
	21 23 मिन	0	02	02		73 25 मिन	0	10	12
	29 3 मिन	0	09	36		76 5 मिन	0	04	05
	29 8/1 मिन	0	04	81		92 मिन	0	01	78
	29 14/1 मिन	0	08	85		100 मिन	0	01	26
	29 17 मिन	0	09	61		109 मिन	0	01	77
	29 24 मिन	0	02	02		431 मिन	0	01	01
	37 5 मिन	0	10	11		451 मिन	0	01	01
	37 6/1 मिन	0	05	06		454 मिन	0	02	28
	37 6/2 मिन	0	04	05		462 मिन	0	01	01
	37 15 मिन	0	05	31					
	38 20 मिन	0	10	12					
	38 21 मिन	0	10	11					
	45 1 मिन	0	08	60					
	45 9/1 मिन	0	00	76					
	45 9 2 मिन	0	05	82					
	45 10 मिन	0	00	76					
	45 12 मिन	0	10	12					
	45 18 मिन	0	01	01					
	45 19 मिन	0	09	11					
	45 22/1 मिन	0	00	76					
	45 22/2	0	00	00					
	45 23/1 मिन	0	09	36					
	45 23/2 मिन	0	00	00					
	55 3 मिन	0	10	12					
	55 7 मिन	0	03	04					
	55 8 मिन	0	07	08					
	55 13 मिन	0	00	00					
	55 14 मिन	0	10	12					
	55 17 मिन	0	13	15					
	55 24 मिन	0	00	75					
	55 25/1 मिन	0	03	55					
	55 25/2 मिन	0	00	50					
	60 10 मिन	0	00	00					
	60 11 मिन	0	07	59					
	60 20 मिन	0	10	11					

[सं० 12020/6/86-प्रो०]

MINISTRY OF PETROLEUM, CHEMICALS AND FERTILIZERS

(Department of Petroleum)

New Delhi, the 31st March, 1981

S.O. 1283.—Whereas by a notification of Government of India in the Ministry of Petroleum, Chemicals and Fertilizer (Department of Petroleum) S.O. 1170 dated 26-4-1980 under Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the Right of User in the lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act submitted report to the Government.

And further the Central Government has after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification.

Now therefore, in exercise of the power conferred by Sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipelines.

And further, in exercise of the power conferred by Sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE			1	2	3	4	5
Tehsil : Nuh	District : Gurgaon	State : Haryana		70/13 Min	0	02	53
Name of Village	Khasra No	Area		70/18 Min	0	10	12
		H A Sq. M		70/19 Min	0	00	00
				70/23 Min	0	06	32
				73/3 Min	0	03	29
				73/4 Min	0	04	55
				73/7 Min	0	10	12
				73/14 Min	0	10	11
				73/15 Min	0	00	00
				73/16 Min	9	07	33
				73/17 Min	0	02	78
				73/25 Min	0	10	12
				76/5 Min	0	04	05
				92 Min	0	01	78
				100 Min	0	01	26
				109 Min	0	01	77
				431 Min	0	01	01
				451 Min	0	01	01
				454 Min	0	02	28
				462 Min	0	01	01
1	2	3	4	5	[No. 12020/6/80-Prod.]		
Khanj H. No 187	9/24 Min	0	07	08	नई दिल्ली 7 अप्रैल, 1981		
	16/20 Min	0	01	52	कांअ० 1284—यह केन्द्रीय सरकार का यह प्रतीत होता है कि लाबहित में यह आवश्यक है कि गुजरात राज्य में एस०एन०ओ० से एस०एन०पी० तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयात द्वारा बिछाई जानी चाहिए।		
	16/21 Min	0	00	76			
	17/4 Min	0	10	12	और यह प्रतीत होता है कि ऐसी परिस्थितियों को विचारित के प्रयोजन के लिये एनव्हाइल अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।		
	17/6 Min	0	02	02			
	17/7 Min	0	08	09	अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आग्रह एनव्हाइल घोषित किया है।		
	17/14 Min	0	00	25			
	17/15 Min	0	08	85	अर्णों कि उक्त भूमि में जलबद्ध कोई व्यक्ति, उस भूमि के नीचे राष्ट्र लाइन बिछाने के लिए आशेष सशम प्राधिकारी, तेल तथा प्राकृतिक गैस आयात, निर्माण और देखभाल प्रभाग, सरकार गुग रोड, बडोरा-9 का इस अधिनियम की तारीख से 21 दिनों के भीतर कर सकेगा।		
	17/16 Min	0	10	12			
	17/25 Min	0	06	07	और ऐसा आशेष करने वाला हर व्यक्ति विनिर्दिष्ट, यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि अधिपति की मार्फत।		
	21/1 Min	0	10	12			
	21/10 Min	0	10	12	अनुसूची		
	21/11 Min	0	09	11			
	21/12/1 Min	0	01	01	कृ० न० एस०एन०ओ० से एस०एन०पी० तक पाइप लाइन बिछाने के लिए। राज्य, गुजरात जिला बजापुरा मेठमान		
	21/19 Min	0	09	61			
	21/22 Min	0	07	08	गोद		
	21/23 Min	0	07	02			
	29/3 Min	0	02	36	सर्वे न०		
	29/8/1 Min	0	04	81			
	29/14/1 Min	0	08	85	देखें न० ए०आर० न०		
	29/17 Min	0	02	61			
	29/24 Min	0	02	02	सेट न०		
	37/5 Min	0	10	11			
	37/6/1 Min	0	05	05	गुजरात		
	37/6/2 Min	0	04	05			
	37/15 Min	0	05	31	820		
	38/20 Min	0	10	12			
	38/21 Min	0	10	11	881		
	45/1 Min	0	08	60			
	45/9/1 Min	0	00	76	819		
	45/9/2 Min	0	05	82			
	45/10 Min	0	00	76	818		
	45/12 Min	0	10	12			
	45/18 Min	0	01	01	0		
	45/19 Min	0	09	11			
	45/22/1 Min	0	03	76	0		
	45/22/2 Min	0	03	03			
	45/23/1 Min	0	09	36	14		
	45/23/2 Min	0	00	00			
	55/3 Min	0	10	12	0.2		
	55/7 Min	0	03	04			
	55/8 Min	0	07	08	0.5		
	55/13 Min	0	00	09			
	55/14 Min	0	10	12	0.7		
	55/17 Min	0	13	15			
	55/24 Min	0	00	75	86		
	55/25/1 Min	0	03	55			
	55/25/2 Min	0	09	50	28		
	60/10 Min	0	00	00			
	60/11 Min	0	07	59	16		
	60/20 Min	0	10	11			
	60/21 Min	0	03	11	20		
	60/22 Min	0	00	75			
	61/5 Min	0	10	11	[स० 12016/66/80 प्री० I]		
	61/6 Min	0	10	11			
	61/15 Min	0	02	53	New Delhi, the 7th April, 1981		
	70/1 Min	0	00	76			
	70/2 Min	9	03	36	S.O. 1284.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from SNO to SNP in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission;		
	70/9 Min	0	09	12			
	70/12 Min	0	07	33	And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the Schedule annexed hereto;		

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390 009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

R.O.W. from Well No. SNO to SNP

State : Gujarat	District & Taluka : Mehsana.			
Village	Survey No.	Hec-tare	Are	Centiare
Santhal	820	0	14	86
	881	0	02	28
	819	0	05	16
	818	0	07	20

[No. 12016/66/80-Prod.-I]

का० आ० 1285.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में पश्चिम सोभासन में जी०जी०एस० I सोभासन तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस प्रायोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाईनों को बिछाने के प्रयोजन के लिये एतद्पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है।

बतर्ने कि उक्त भूमि में हितवद् कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस प्रायोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, वडोदरा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चितः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

पश्चिम सोभासन से ज०जी०एस० I सोभासन तक पाइप लाइन बिछाने के लिए राज्य : गुजरात जिला और तालुका : मेहसाणा

गांव	सर्वे न०	हेक्टेयर	एअरई मीटर
कुकास	316	0	07 80
	कार्ट ट्रैक	0	00 60
	317	0	21 10
	318	0	24 00

[सं० 12016/66/80-प्रो० II]

S.O. 1285.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from W.Sob 1 to GGS 1. Sob in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390 009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

ROU from D.S. No. 1 West SOB. to G.G.S.I. SOB.

State : Gujarat	District & Taluka : Mehsana			
Village	Survey No.	Hec-tare	Are	Centiare
Kukas	316	0	07	80
	Cart-track	0	00	60
	317	0	21	10
	318	0	24	00

[No. 12016/66/80-Prod. II]

का० आ० 1286.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में एस० डी० एस० से मोटवान हीडर तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस प्रायोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाईनों को बिछाने के प्रयोजन के लिये एतद्पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है।

बतर्ने कि उक्त भूमि में हितवद् कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस प्रायोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, वडोदरा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चितः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

कूप न० एस० डी० एस० से मोटवान हीडर तक पाइप लाइन बिछाने के लिए।

राज्य : गुजरात	जिला : भावल	तालुका : अक्लेखर			
गांव	सर्वे नं०	हेक्टेयर	एअरई	मैट्रीयर	
1	2	3	4	5	
कटोदरा	341	}	0	17	94
	130				
	129				
	128	}	0	11	83
	63				
	62				
	60				
	57				
	57				
	56				
			0	01	69

1	2	3	4	5
कठोदरा--(जारी)	50	0	06	76
	51	0	08	19
	49	0	20	93
	12	0	09	10
	41	0	12	09
	40	0	05	85
	39	0	04	03

[सं 12016/67/80-प्रो-I]

S.O. 1286.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from SDH to Motwan Header in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission :

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390 009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

ROU for Laying flow Line from Well No. SDH to Motwan Header

State : Gujarat	District : Bharuch	Taluka : Ankleshwar			
Village	Survey No.	Hec-tare	Are	Cent-tiare	
Kathodra	341	0	17	94	
	130				
	129				
	128				
	63				
	62				
	60				
	57				
	57				
	56				
	50				
	51				
	49				
	42				
	41				
	40				
	39				

[No. 12016/67/80-Prod. I]

सं. सं. 1287.—यत् केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में एस० डी० एच० से मोटवान हीडर तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यत् यह प्रतीत होता है कि ऐसी जमीनों को बिछाने के प्रयोजन के लिये एलएनएल अधिसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय

सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एलएलएल द्वारा घोषित किया है।

अतः कि उक्त भूमि में हिनबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और रखरखाव प्रभाग, मकरपुरा रोड, वडोदरा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चित: यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अधिसूची

ब्लॉक नं० एस० डी० एच० से मोटवान हीडर तक पाइप लाइन बिछाने के लिए।

राज्य : गुजरात	जिला : भारुच	तालुका : अंकलेश्वर		
गांव	ब्लॉक नं०	हेक्टेयर	एचएरई	सेन्टीयर
मोटवान	83	0	01	95
	84	0	08	71
	86	0	06	63
	88	0	06	89
	90	0	03	77
	91	0	17	55
	95	0	02	34
	92	0	11	70
	94	0	04	68
	93	0	12	87
	100	0	18	98

[सं 12016/67/80-प्रो II]

S.O. 1287.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from SDH to Motwan Header in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission :

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390 009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Pipeline from Well No. SDH to Motwan Header

State : Gujarat	District : Bharuch	Taluka : Ankleshwar			
Village	Block No.	Hec-tare	Are	Cent-tiare	
Motwan	83	0	01	95	
	84	0	08	71	
	86	0	06	63	
	88	0	06	89	
	90	0	03	77	
	91	0	17	55	
	95	0	02	34	
	92	0	11	70	
	94	0	04	68	
	93	0	12	87	
	100	0	18	98	

[No. 12016/67/80-Prod. II]

का० अ० 1288 —यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य से एस० डी० जी० से मोटवान तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाईनों को बिछाने के प्रयोजन लिये एतद्पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, वडोडरा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चितः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

कूप नं० एस० डी० जी० से मोटवान (एस० डी० जी० से एस० डी० ई०) तक पाइप लाइन बिछाने के लिए।

राज्य : गुजरात	जिला : भावनगर	तालुका : अंकलेश्वर		
गांव	ब्लॉक नं०	हेक्टेयर	एअरई	सेन्टीयर
पारडी इड्डिया	379	0	05	20
	378	0	07	67
	370	0	10	14
	368	0	21	97
	328	0	18	20
	326	0	22	10
	325	0	05	33
काटे टूक		0	02	99
	276	0	15	21
	277	0	01	30
	302	0	21	84
	301	0	05	33
	300	0	22	62
	306	0	05	20

[स० 12016/68/80—प्र०.]

S.O. 1288.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from SDG to Motwan in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodra (390 009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

ROU for Laying of flow Lines from Well No. SDG to Motwan (SDG to SDE)

State : Gujarat	District : Bharuch	Taluka : Ankleshwar		
Village	Block No.	Hectare	Are	Centiare
Pardi Idris	379	0	05	20
	378	0	07	67
	370	0	10	14
	368	0	21	97
	328	0	18	20
	326	0	22	10
	325	0	05	33
	Cart track	0	02	99
	276	0	15	21
	277	0	01	30
	302	0	21	84
	301	0	05	33
	300	0	22	62
	306	0	05	20

[No. 12016/68/80-Prod.]

नई दिल्ली, 9 अप्रैल, 1981

का० अ० 1289.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में कूप नं० 2 से कूप नं० 1 तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाईनों को बिछाने के प्रयोजन के लिए एतद्पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, वडोडरा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चितः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

कूप नं० 2 से कूप नं० 1 तक पाइप लाइन बिछाने के लिए

राज्य : गुजरात	जिला : सूरत	तालुका : अक्षपाड़ा		
गांव	ब्लॉक नं०	हेक्टेयर	एअरई	सेन्टीयर
अगना बाद	131	0	05	64
	132	0	10	92
	133	0	11	40
	135	0	09	60
	135वीं की	0	04	08
	135	0	20	04
	6	0	19	20
	40	0	33	00

[स० 12016/65/80—प्र० I]

New Delhi, the 20th April, 1981

S.O. 1289.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Well No. 2 to Well No. 1A in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission ;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein ;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodra (390 009);

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE**ROU for Laying flow Line from Well No. 2, to Well No. 1-A.**

State : Gujarat District : Surat Taluka : Olpad

Village	Block No.	Hectare	Are	Centiare
Asnabad	131	0	05	64
	132	0	10	92
	133	0	11	40
	136	0	09	60
	133 Paiki	0	04	08
	135	0	20	04
	6	0	19	20
	40	0	33	00

[No. 12016/65/80-Prod.I]

का० आ० 1290.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में कूप नं० 2 से कूप नं० 1ए तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाईनों को बिछाने के प्रयोजन के लिये एतद्वारा अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितवादी कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, बड़ोदरा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधो व्यवसायी की मार्फत।

अनुसूची

कूप नं० 2 से कूप नं० 1 ए तक पाइप लाइन बिछाने के लिए।

राज्य : गुजरात	जिला : सूरत	तालुका : धोलपाड	गांव	ब्लॉक नं०	हेक्टेयर	एभरई सेन्टीयर
			धोलपाड	569	0	05 64
				333	0	27 48
				331	0	04 08
				330	0	17 16
				329	0	23 88

[सं० 12016/65/80—प्रो०-II]

S.O. 1290.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Well No. 2 to Well No. 1A in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission ;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein ;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodra (390 009);

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE**ROU for Laying flow Line from Well No. 2 to Well No. 1-A.**

State: Gujarat District : Surat Taluka : Olpad

Village	Block No.	Hectare	Are	Centiare
Olpad	569	0	05	64
	333	0	27	48
	331	0	04	08
	330	0	17	16
	329	0	23	88

[No. 12016/65/80-Prod.II]

नई दिल्ली, 20 अप्रैल, 1981

का० आ० 1291.—यतः पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम, रसायन और उर्वरक मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना का० आ० सं० 832 तारीख 3-3-81 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में विहित होने के बजाय तेल और प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

जी० जी० एस० सोभासन-II से सी० टी० एफ० सोभासन तक पाइप लाइन बिछाने के लिए ।

राज्य : गुजरात

जिला व तालुका : मेहसाणा

गांव	ब्लॉक नं०	हेक्टेयर	एप्रार्ड	सेन्टीयर
जगुदन	463	0	02	10
	466	0	09	90
	472	0	00	15
	638	0	00	15
	611	0	16	20
	610	0	05	25
	535	0	14	70
	533	0	07	50
	537	0	07	50
	544	0	09	00
कार्ट ट्रैक		0	00	75
	560	0	07	65
	562	0	07	00
कार्ट ट्रैक		0	00	50
	567	0	11	40
	1016	0	02	75
	1018	0	05	70
कार्ट ट्रैक		0	01	05
	1051	0	10	95
	1045	0	05	48
1044/2		0	11	40
कार्ट ट्रैक		0	00	90
	1059	0	06	90
	1079	0	04	80
	1078	0	08	10
	467	0	02	40
	465	0	22	80
कार्ट ट्रैक		0	02	10
	637	0	13	70
	615	0	13	50
	607	0	15	15
	534	0	09	90
	532	0	01	20
कार्ट ट्रैक		0	00	75
	549	0	06	00
	559	0	22	05
	561	0	01	20
	564	0	00	50
	565	0	12	00
	1013	0	15	30
	1012	0	01	60
	1917	0	06	30
1050/1 ए		0	17	40
1048 ए		0	05	40
	1046	0	08	85
	1058	0	09	15
	1061	0	09	60
	1062	0	17	85
	1080	0	06	30
	1077	0	05	40

New Delhi, the 20th April, 1981

S.O. 1291.—Whereas by a notification of the Government of India in the Ministry of Petroleum, Chemicals & Fertilizer, (Department of Petroleum), S. O. 832 dated 3-3-81 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline ;

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act, submitted report to the Government ;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of notification ; hereby acquired for laying the pipeline. user in the lands specified in the schedule appended to this

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline ;

And further in exercise of power conferred by Sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on his date of the publication of this declaration in the Oil & Natural Gas Commission free from encombrances.

SCHEDULE

Pipeline from GGS Sobhasan II to C.T.F. Sobhasan

State : Gujarat District & Taluka : Mehsana

Village	Block No.	Hec- tare	Are	Centiare
1	2	3	4	5
Jagudan	463	0	02	10
	466	0	09	90
	472	0	00	15
	638	0	00	15
	611	0	16	20
	610	0	05	25
	535	0	14	70
	533	0	07	50
	537	0	07	50
	544	0	09	00
	Cart Track	0	00	75
	560	0	07	65
	562	0	07	00
	Cart track	0	00	50
	567	0	11	40
	1016	0	02	75
	1018	0	05	70
	Cart track	0	01	05
	1051	0	10	95
	1045	0	05	48
	1044/2	0	11	40
	Cart track	0	00	90
	1059	0	06	90
	1079	0	04	80
	1078	0	08	10
	467	0	02	40
	465	0	22	80
	Cart track	0	02	10
	637	0	13	70
	615	0	13	50
	607	0	15	15
	534	0	09	90
	532	0	01	20
	Cart track	0	00	75
	549	0	06	00
	559	0	22	05
	561	0	01	20

1	2	3	4	5
	564	0	00	50
	565	0	12	00
	1013	0	15	30
	1012	0	01	60
	1917	0	06	30
	1050/1/A	0	17	40
	1048/A	0	05	40
	1046	0	03	85
	1058	0	09	15
	1061	0	09	60
	1062	0	17	85
	1080	0	06	30
	1077	0	05	40

[No. 12016/9/81-Prod -I]

का० आ० 1292.—यतः पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम, रसायन और उर्वरक मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना का० आ० सं० 833 तारीख 3-3-81 द्वारा केन्द्रीय सरकार ने उस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियाँ का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में विहित होने के बजाय तब और प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

जी० जी० एस० सोभासन-II से सी० टी० एफ० सोभासन तक पाइप लाइन बिछाने के लिए।

राज्य : गुजरात

जिला व तालुका : मेहसाणा

गांव	ब्लॉक नं०	हेक्टेयर	एक्सारह मेन्टीयर
1	2	3	4
पुनासन	404/2	0	15
	403	0	09
	402	0	05
	372	0	00
	373	0	12
	374	0	11
	393	0	04
	392	0	19
	काटे ट्रेक	0	01
	391	0	04

1	2	3	4	5
	390	0	13	35
	132	0	03	20
	431	0	02	80
	433	0	04	50
	434	0	07	50
	90	0	03	00
	4	0	08	25
	3	0	07	35
	काटे ट्रेक	0	00	60
	68	0	15	60
	67	0	00	90
	87	0	09	00
	74	0	00	45
	86	0	17	40
	85	0	02	25
	80	0	00	10
	82	0	16	50
	81	0	00	95
	काटे ट्रेक	0	01	20

[सं० 12016/9/18-प्रो०-II]

S.O. 1292.—Whereas by a notification of the Government of India in the Ministry of Petroleum, Chemicals & Fertiliser, (Department of Petroleum), S.O. 833 dated 3-3-81 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline ;

And whereas the Competent Authority has under Sub-Section (1) of Section 6 of the said Act, submitted report to the Government ;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipelines ;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from GGS Sobhasan II to C.T.F. Sobhasan.
State: Gujarat District & Taluka : Mehsana.

Village	Block No.	Hec- tare	Are	Cent- tiare
1	2	3	4	5
Punasan	404/2	0	15	75
	403	0	09	45
	402	0	05	60
	372	0	00	40
	373	0	12	45
	374	0	11	40

1	2	3	4	5
	393	0	04	80
	392	0	10	20
	Cart track	0	01	35
	391	0	04	65
	390	0	13	35
	432	0	03	20
	431	0	02	80
	433	0	04	50
	434	0	07	50
	90	0	03	00
	4	p	08	25
	3	p	07	35
	Cart track	0	00	60
	68	0	15	60
	67	0	00	90
	87	0	09	00
	74	0	00	45
	86	0	17	40
	85	0	02	25
	80	0	00	10
	82	0	16	50
	81	0	00	95
	Cart track	0	01	20

[No. 12016/9/81-Prod-II]

का० आ० 1293—यत्त पेट्रोलियम और खनिज पाइप लाईन भूमि में उपयोग के अधिकार का अर्जन अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम रसायन और उर्वरक मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना का० आ० सं० 834 तारीख 3-3-81 द्वारा केन्द्रीय सरकार ने उस अधिसूचना में सलन अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों का बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यत्त सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यत्त केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना में सलन अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, यत्त उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में सलन अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में विहित होने के बजाय तेल और प्राकृतिक गैस आयोग में, सभी बाधाओं में मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

उत्तरकड़ी जी० जी० एम०—1 से उत्तर कड़ी सी०टी०एफ० तक पाइप लाइने बिछाने के लिए

राज्य	गुजरात	जिला	अहमदाबाद	तालुका	विरमगाम
गांव	सर्वे न०	हेक्टर	एकड़	सेटीयर	
तेलावी	226/43	0	18	60	
	226/27/पी	0	04	80	
	226/27/पी	0	02	85	

[ग० 12016/10/81-प्रो०-1]

S.O. 1293.—Whereas by a notification of the Government of India in the Ministry of Petroleum, Chemicals & Fertiliser, (Department of Petroleum), S.O. 834 dated 3-3-81 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under Sub-Section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipelines;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances

SCHEDULE

Pipeline from N. Kadı GGS I to N. Kadı CTF

State : Gujarat District : Ahmedabad		Taluka : Viramgam		
Village	Survey No.	Hec-tare	Are	Centiare
Telavi	226/43	0	18	60
	226/27/P	0	04	80
	226/27/P	0	02	85

[No. 12016/10/81-Prod-I]

का० आ० 1294—यत्त पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम रसायन और उर्वरक मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना का० आ० सं० 835 तारीख 3-3-81 द्वारा केन्द्रीय सरकार ने उस अधिसूचना में सलन अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों का बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यत्त सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यत्त केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना में सलन अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब अत उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में सलन अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निदेश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में विहित होने के बजाय तेल और प्राकृतिक गैस आयोग में, सभी बाधाओं में मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

टी० कनफेशन से एन०के०जी०जी० एम०-II तक पाइप लाइन बिछाने के लिए

राज्य : गुजरात	जिला : अहमदाबाद	तालुका : विरमगाम			
गांव	सर्वे न०	हेक्टर	घर	सेंटियर	
बालसावन	410/2	0	07	65	
	411/2	0	09	84	
	411/1	0	03	45	

[सं 12016/10/81-प्रो-II]

टी० एन० परमेश्वरन, अवर सचिव

S.O. 1294.—Whereas by a notification of the Government of India in the Ministry of Petroleum, Chemicals & Fertiliser, (Department of Petroleum), S.O. 835 dated 3-3-81 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under Sub-Section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from T. Connection to NK GGS II

State : Gujarat	District : Ahmedabad	Taluka : Viramgam			
Village	Survey No.	Hec-tare	Are	Centi-are	
Balsavan	410/2	0	07	65	
	411/2	0	09	84	
	411/1	0	03	45	

[No 12016/10/81-Prod-II]

T. N. PARAMESWARAN, Under Secy.

स्वास्थ्य और परिवार कल्याण संज्ञालय

(स्वास्थ्य विभाग)

नई दिल्ली, 3 अप्रैल, 1981

क्र०आ०1295.—भारतीय प्रायुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 13 की उपधारा (4) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार भारतीय प्रायुर्विज्ञान परिषद् से परामर्श करने के पश्चात् एतद्वारा उक्त अधिनियम की तीसरी अनुसूची के भाग-2 में निम्नलिखित और संशोधन करती है, अर्थात्—

उक्त अधिनियम की तीसरी अनुसूची के भाग II के अन्त में निम्न-लिखित प्रविष्टियाँ जोड़ी जायें :—

“डॉक्टर आफ मेडिसिन” यूनिवर्सिटी आफ कोमेन्सकी ब्रातिस्लावा, चेकोस्लावाकिया

45 GI/81—3

“जनरल फिजिशियन”	(फर्स्ट लेनिन ग्राड मेडिकल इन्स्टीट्यूट, लेनिनग्राड) यू०एस०एस०आर०
“जनरल फिजिशियन”	(नाशकन्द स्टेट मेडिकल इन्स्टीट्यूट, नाशकन्द) यू०एस०एस०आर०
“जनरल फिजिशियन”	(कालिनिन मेडिकल इन्स्टीट्यूट) कालिनिन यू०एस०एस०आर०
“जनरल फिजिशियन”	(बाइकोरशियन मेडिकल इन्स्टीट्यूट मिन्स्क) यू०एस०एस०आर०
“जनरल फिजिशियन”	“(स्टेट मेडिकल इन्स्टीट्यूट, कीव) यू०एस०एस०आर०
“जनरल फिजिशियन”	“(कालिनिन मेडिकल इन्स्टीट्यूट कालिनिन) यू०एस०एस०आर०
“जनरल फिजिशियन”	(मेडिकल इन्स्टीट्यूट स्टेट यूनिवर्सिटी, खार्कोव) यू०एस०एस०आर०
“जनरल फिजिशियन”	(क्रिमियन मेडिकल इन्स्टीट्यूट मिमफेरोपोल) यू०एस०एस०आर०

एम०बी०, सी०एच०बी०, (यूनिवर्सिटी आफ जाम्बिया) लुसाका ।
“स्टाटेकमासैन, (यूनिवर्सिटी आफ कोलोने, पश्चिम जर्मनी) “मेडिकनी-मिस्जनी” यूनिवर्सिमा नेशनल आठोनामे-डी-मैक्सीको । “अरजन् फ्यूर एनेस्थेसिया अथवा एनेस्थेसिस्ट” (पश्चिम जर्मनी) “बेस्टास एरस आर्जेन”, (यूनिवर्सिटी आफ कीव, पश्चिम जर्मनी)

उपर्युक्त उल्लिखित चिकित्सा ग्रंथना विमम्बर 1985 के 31वें दिवस तक की अवधि के लिए मान्य चिकित्सा ग्रंथनायें होंगी ।

[सं बी०11015/5/80-एम०ई० (पी०)]

के० एल० भाटिया, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health)

New Delhi, the 3rd April, 1981

S.O. 1295.—In exercise of the powers conferred by sub-section (4) of section 13 of the Indian Medical Council, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in Part II of the Third Schedule to the said Act, namely :—

In Part II of the Third Schedule to the said Act, the following entries shall be added at the end, namely :—

“Doctor of Medicine”, University of Komensky, Bratislava, Czechoslovakia.
“General Physician” (First Leningrad Medical Institute, Leningrad), U.S.S.R.
“General Physician”, (Tashkent State Medical Institute, Tashkent), U.S.S.R.
“General Physician”, (Byelorussian Medical Institute, Minsk) U.S.S.R.
“General Physician”, (State Medical Institute, Kiev), U.S.S.R.
“General Physician”, (Kalinin Medical Institute, Kalinin), U.S.S.R.
“General Physician”, (Medical Institute State University, Kharkov), U.S.S.R.
“General Physician”, (Crimean Medical Institute, Simferopol), U.S.S.R.

M.B. Ch.B (University of Zambia), Lusaka.

"STAATEXAMAN", (University of Cologne, West Germany).

"MEDICOCIRUJANO", (Universiad National Auto-name-De-Mexico).

"ARZT FUER ANAESTHESIA OR ANAFSTHESIST" (West Germany).

"Bestallung-Ak-arzt" (University of Keil, West Germany).

The Medical qualification noted above shall be recognised medical qualifications for the period upto the 31st day of December 85.

[No. V. 11015/5/80-ME(P)]

K. L. BHATIA, Under Secy.

कृषि मंत्रालय

(खाद्य विभाग)

आदेश

नई दिल्ली, 31 मार्च, 1981

का०अ० 1296.—प्रतः केन्द्रीय सरकार ने खाद्य विभाग, क्षेत्रीय खाद्य निदेशालयों, उपायित निदेशालयों और खाद्य विभाग के वेतन तथा लेखा कार्यालयों द्वारा किए जाने वाले खाद्यान्नों के क्रय, भण्डारकरण, संभालन, परिवहन, बितरण तथा विक्रय के कृत्यों का पालन करना बन्द कर दिया है जोकि खाद्य नियम अधिनियम, 1964 (1964 का 37) की धारा 13 के अधीन भारतीय खाद्य निगम के कृत्य हैं।

और यत् खाद्य विभाग, क्षेत्रीय खाद्य निदेशालयों, उपायित निदेशालयों और खाद्य विभाग के वेतन तथा लेखा कार्यालयों में कार्य कर रहे और उपरिर्णित कृत्यों के पालन में लगे निम्नलिखित अधिकारियों और कर्मचारियों ने केन्द्रीय सरकार के तारीख 16 अप्रैल, 1973 के परिपत्र के प्रान्त में उनमें विनिर्दिष्ट तारीख के अन्दर भारतीय खाद्य निगम के कार्यवाही न करने के अन्तर्गत प्राण्य को उक्त अधिनियम की धारा 12ए की उपधारा (1) के परन्तुक द्वारा यथा अपेक्षित सूचना नहीं दी है।

प्रतः प्रत्येक खाद्य निगम अधिनियम, 1964 (1964 का 37) यथा अद्यतन संशोधित की धारा 12ए द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा निम्नलिखित कर्मचारियों को प्रत्येक के सामने दी गई तारीख से भारतीय खाद्य नियम में स्थानान्तरित करती है:—

क्रम सं०	अधिकारी/कर्मचारियों का नाम	केन्द्रीय सरकार के अधीन स्थायी पद	स्थानान्तरण के समय केन्द्रीय सरकार के अधीन पद	भारतीय खाद्य निगम में स्थानान्तरण की तारीख
1	2	3	4	5
1	श्री राजेन्द्र कुमार सुपुत्र श्री गंगा राम	—	वाचमैन	1-3-1969
2	श्री चक्रधर सिंह सुपुत्र श्री के० एन० पाठक	—	वाचमैन	1-3-1969
3	श्री विद्या राम सुपुत्र श्री दोजी राम	वाचमैन	वाचमैन	1-3-1969

[संख्या 52/1/79-एफ०सी० III (पान्यूम-7)]

एस०एल० कम्बोह, अधर सचिव

MINISTRY OF AGRICULTURE

(Department of Food)

ORDER

New Delhi, the 31st March, 1981

S.O. 1296.—Whereas the Central Government has ceased to perform the functions of purchase, storage, movement, transport, distribution and sale of foodgrains done by the Department of Food, the Regional Directorates of Food, the Procurement Directorates and the Pay & Accounts Offices of the Department of Food which under Section 13 of Food Corporations Act, 1964 (37 of 1964), are the functions of the Food Corporation of India.

And whereas the following officers and employees serving in the Department of Food, the Regional Directorates of Food, the Procurement Directorates and the Pay & Accounts Offices of the Department of Food and engaged in the performance of the functions mentioned above have not, in response to the circular of the Central Government dated the 16th April, 1971 intimated, within the date specified therein, their intention of not becoming employees of the Food Corporation of India as required by the proviso to sub-section 12A of the said Act;

Now, therefore, in exercise of the powers conferred by Section 12A of the Food Corporations Act, 1964 (37 of 1964) as amended upto date the Central Government hereby transfer the following officers and employees to the Food Corporation of India with effect from the date mentioned against each of them.

S.No.	Name of the Officer/employees	Permanent post held under the Central Govt.	Post held under the Central Govt. at the time of transfer	Date of transfer to F.C.I.
1	2	3	4	5
1.	Shri Rajendra Kumar S/o Shri Ganga Ram	—	Watchman	1-3-1969
2.	Shri Chakra Dhar Singh S/o Shri K.N.Pathak	—	Watchman	1-3-1969
3.	Shri Vidya Ram S/o Shri Doji Ram	Watchman	Watchman	1-3-1969

[No. 52/1/79-FC III (Vol.VII)]

S. L. KAMBOH, Under Secy.

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 13 अप्रैल, 1981

का०अ० 1297.— चलचित्र अधिनियम, 1952 की धारा 5 (1) और चलचित्र (सेंसर) नियम, 1958 के नियम 9 के उप-नियम (1) के साथ पठित नियम 8 के उप-नियम (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा श्रीमती सिन्धु तिथारों को अगले प्रादेश तक, फिल्म सेंसर बोर्ड के कनका तलाश्चर पैल का सदस्य नियुक्त करती है।

[फ० सं० 811/8/80-एफ (सी)]

श्रीमती उर्मिला गुप्ता, उप सचिव

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 13th April, 1981

S.O. 1297.—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act 1952 and Sub-rule (3) of Rule 8 read with Sub-rule (1) of Rule 9 of the Cinematograph (Censorship) Rules 1958, the Central Government hereby appoints Smt. Sindhu Tiwari as a Member of the Advisory Panel of the Board of Film Censors at Calcutta with immediate effect until further orders.

[F. No. 811/8/80-F(C)]

SMT. Urmilia Gupta, Dy. Secy.

पुनर्निर्माण और पुनर्वासि मंत्रालय

नई दिल्ली, 3 अप्रैल, 1981

(पुनर्वासि विभाग)

कां०आ० 1298.—निष्क्रान्त सम्पत्ति प्रशासन अधिनियम, 1950 (1950 का 31) की धारा 5 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैं इसके द्वारा, गिराई व पुनर्वासि विभाग, केरल सरकार के पुनर्वासि निदेशक तथा पदेन उप सचिव को, उप अधिनियम के अधीन या उसके द्वारा सहायक महाभिक्षक के रूप में कार्य का निष्पादन करने के लिए, तत्काल प्रभाव से सहायक महाभिक्षक के रूप में नियुक्त करती हूँ।

2 इसके द्वारा अधिसूचना संख्या 1(8)/वि०सै०/79-एस०एस०-II(1) दिनांक 13 फरवरी, 1979 का अधिक्रमण किया जाता है।

[संख्या 1(8)/वि०सै०/79-एस०एस०-II(क)]

MINISTRY OF SUPPLY AND REHABILITATION

(Department of Rehabilitation)

New Delhi, the 3rd April, 1981

S.O. 1298.—In exercise of the powers conferred by Section 5 of the Administration of Evacuee Property Act, 1950 (31 of 1950), the Central Government hereby appoints the Director of Rehabilitation and ex-Officio Deputy Secretary in the Irrigation and Rehabilitation Department, Government of Kerala, as Assistant Custodian General of Evacuee Property, for the purpose of discharging the duties imposed on such Assistant Custodian General by or under the said Act with immediate effect.

2. This supersedes Notification No. 1(8)/Spl. Cell/79-SS-II(i), dated the 13th February, 1979.

[No. 1(8)/Spl. Cell/79-SS-II(A)]

कां०आ० 1299.—विस्थापित व्यक्ति (प्रतिकर तथा पुनर्वासि) अधिनियम, 1954 (1954 का 44) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार इसके द्वारा सिचार्ज और पुनर्वासि विभाग केरल सरकार के पुनर्वासि निदेशक व पदेन उप सचिव को, पुनर्वासि निदेशक व पदेन उप सचिव के रूप में उनके कार्यों के अतिरिक्त, केरल राज्य में मुद्रावला पूल की भूमि और सम्पत्तियों के सम्बन्ध में, उक्त अधिनियम द्वारा तथा उसके अधीन बंशोक्त आयुक्त को सौंपे गए कार्यों का निष्पादन करने के लिए, बंशोक्त आयुक्त के रूप में नियुक्त करती है।

2 इसके द्वारा अधिसूचना संख्या 1(8)/वि०सै०/79-एस०एस०-II(IV) विभाग: 13 फरवरी, 1979 का अधिक्रमण किया जाता है।

[संख्या 1(8)/वि०सै०/79-एस०एस०-II(ग)]

S.O. 1299.—In exercise of the powers conferred by Section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby appoints Director of Rehabilitation and ex-Officio Deputy Secretary in the Irrigation and Rehabilitation Department, Government of Kerala as Settlement Commissioner for the purpose of performing, in addition to his own duties as Director of Rehabilitation and ex-Officio Deputy Secretary, the functions assigned to a Settlement Commissioner by or under the said Act, in respect of the land and properties forming part of the Compensation Pool within the State of Kerala.

2. This supersedes Notification No. 1(8)/Spl. Cell/79-SS-II(iv), dated the 13th February, 1979.

[No. 1(8)/Spl. Cell/79-SS-II (C)]

कां०आ० 1300.—विस्थापित व्यक्ति (प्रतिकर तथा पुनर्वासि) अधिनियम, 1954 (1954 का 44) की धारा 34 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इसके द्वारा निम्नलिखित है कि उक्त अधिनियम की धारा 24 की उपधारा (4) और धारा

33 के अधीन केन्द्रीय सरकार द्वारा प्रयोग में लाई जाने वाली किसी भी शक्ति का विशेष सचिव व पदेन पुनर्वासि आयुक्त, केरल सरकार, सिचार्ज और पुनर्वासि विभाग द्वारा भी अपने कार्यभार के अतिरिक्त, केरल राज्य में मुद्रावला पूल की भूमियों और सम्पत्तियों के सम्बन्ध में प्रयोग किया जाएगा।

2. इससे दिनांक 13 फरवरी, 1979 की अधिसूचना संख्या-1(8)/वि०सै०/79-एस०एस०-II(4) का अधिक्रमण किया जाता है।

[संख्या 1(8)/विशेष सैल/79-एस०एस०-II (ई)]
एस०एस० बाधवाली, प्रवर सचिव

S.O. 1300.—In exercise of the powers conferred by Sub-Section (1) of Section 34 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby directs that any powers exercisable by it under sub-section (4) of Section 24 and Section 33 of the said Act shall be exercisable also by the Special Secretary and ex-Officio Rehabilitation Commissioner, Government of Kerala, Irrigation and Rehabilitation Department, in addition to his own duties, in respect of the lands and properties forming part of the Compensation Pool within the State of Kerala.

2. This supersedes Notification No. 1(8)/Spl. Cell/79-SS-II(vi), dated the 13th February, 1979.

[No. 1(8)/Spl. Cell/79-SS-II(E)]

N. M. WADHWANI, Under Secy.

नई दिल्ली, 3 अप्रैल, 1981

कां०आ० 1301.—निष्क्रान्त सम्पत्ति प्रशासन अधिनियम, 1950 (1950 का 31) की धारा 55 की उपधारा (3) द्वारा महाभिक्षक के रूप में मुझे प्रदत्त शक्तियों का प्रयोग करते हुए, मैं इसके द्वारा इस विभाग की अधिसूचना संख्या-1(8)-विशेष सैल/79-एस० एस०-II (ए) दिनांक 3 अप्रैल, 1981 द्वारा केरल राज्य में निष्क्रान्त सम्पत्ति के लिए सहायक महाभिक्षक के रूप में नियुक्त सिचार्ज और पुनर्वासि विभाग, केरल सरकार के पुनर्वासि निदेशक व पदेन उप सचिव को महाभिक्षक का निम्नलिखित शक्तियाँ सौंपता हूँ.—

- (1) अधिनियम की धारा 24 और 27 के अधीन शक्तियाँ।
- (2) अधिनियम की धारा 10(2)(0) के अधीन किसी भी निष्क्रान्त सम्पत्ति के हस्तांतरण के अनुमोदन की शक्तियाँ।
- (3) निष्क्रान्त सम्पत्ति प्रशासन (केन्द्रीय) नियमावली, 1950 के नियम 30-क के अधीन मामलों के हस्तांतरण की शक्तियाँ।

2. इससे अधिसूचना संख्या-1(8)/वि०सै०/79-एस०एस०-II(ii) दिनांक 13 फरवरी, 1979 का अधिक्रमण किया जाता है।

[संख्या-1(8)/वि०सै०/79-एस०एस०-II(बी)]

New Delhi, the 3rd April, 1981

S.O. 1301.—In exercise of the powers conferred on me as Custodian General by sub-section (3) of Section 55 of the Administration of Evacuee Property Act, 1950 (31 of 1950), I hereby delegate to Director of Rehabilitation and ex-Officio Deputy Secretary in the Irrigation and Rehabilitation Department, Government of Kerala, appointed as Assistant Custodian General of Evacuee Property for the State of Kerala vide this Department's Notification No. 1(8)/Spl. Cell/79-SS-II(A) dated the 3rd April, 1981, the following powers of the Custodian General :—

- (i) Powers under Section 24 and 27 of the Act.
- (ii) Powers of approval of transfer of any evacuee property under Section 10(2)(O) of the Act.
- (iii) Powers of transfer of case under Rule 30-A of the Admini. of Evacuee Property (Central) Rules, 1950

2. This supersedes Notification No. 1(8)/Spl. Cell/79-SS-II(ii), dated the 13th February, 1979.

[No. 1(8)/Spl. Cell/79-SS-II(B)]

क्र.सं. 1302.—विस्थापित व्यक्ति (प्रतिकर तथा पुनर्वासि) अधिनियम 1954 (1954 का 44) की धारा 34 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मुख्य बंदोबस्त आयुक्त इसके द्वारा, केरल सरकार के पुनर्वासि निदेशक व पदेन सचिव, जिन्हें इस विभाग की अधिसूचना संख्या-1(6)/वि.सं. 79-एम. एस.-II(ग), दिनांक 3 अप्रैल, 1981 द्वारा बंदोबस्त आयुक्त के रूप में नियुक्त किया गया है, कि निम्नलिखित शक्तियाँ सौंपते हैं—

- (1) उक्त अधिनियम की धारा 23 के अन्तर्गत अपील सुनने की शक्तियाँ।
- (2) उक्त अधिनियम की धारा 24 के अन्तर्गत पुनरीक्षण सम्बन्धी अपील सुनने की शक्तियाँ।
- (3) उक्त अधिनियम की धारा 28 के अन्तर्गत मामलों के हस्तान्तरण की शक्तियाँ।

2. इनके द्वारा अधिसूचना संख्या-1(8)/वि.सं. 79-एम. एस.-II(V) दिनांक 13 फरवरी, 1979 का अधिरोपण किया जाता है।

[संख्या-1(8)/वि.सं. 79-एम. एस.-II(V) (घ)]

गोवि. जा मिश्र, मुख्य बंदोबस्त आयुक्त

S.O. 1302.—In exercise of the powers conferred by Sub-Section (2) of Section 34 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (Act No. 44 of 1954), the Chief Settlement Commissioner hereby delegates to Director of Rehabilitation ex-Officio Deputy Secretary, Government of Kerala, appointed as Settlement Commissioner vide this Department's Notification No. 1(8)/Spl. Cell/79-SS.II(C) dated the 3rd April, 1981, the following powers :—

- (i) Powers to hear appeals under Section 23 of the said Act.
- (ii) Powers to hear revisions under Section 24 of the said Act.
- (iii) Powers to transfer cases under Section 28 of the said Act.

2. This supersedes Notification No. 1(8)/Spl. Cell/79-SS.II(v), dated the 13th February, 1979.

[No. 1(8)/Spl. Cell/79-SS.II(D)]

G. J. MISRA, Chief Settlement Commissioner

MINISTRY OF LABOUR

New Delhi, the 8th April, 1981

S.O.1303.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of Surakachhar Colliery of Western Coalfields Limited, Post Office Bankimongra, District Bilaspur (MP) and their workman, which was received by the Central Government on the 4-4-1981.

BEFORE SHRI A. G. QURESHI, M.A., LL.B., 'SAHITYA RATNA' PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/C(R)(42)/1980

PARTIES :

Employers in relation to the management of Surakachhar Colliery of Western Coalfields Limited P.O. Bankimongra, District Bilaspur (M.P.) and their workmen represented through the Secretary, Koyla Shramik Sangh, Post Office Bankimongra, District Bilaspur (M.P.)

APPEARANCES :

For Union—Shri Kameshwar Singh.

For Management—Shri P. S. Nair, Advocate.

INDUSTRY : Coal

DISTRICT : Bilaspur (M.P.)

AWARD

Dated : March 10, 1981

In exercise of the powers conferred by clause 10(1)(d) of the Industrial Disputes Act, 1947 (14 of 1947) the Government of India in the Ministry of Labour vide its Notification No. L-22012(44)/79-D.IV(B) dated 26th July, 1980 has referred the following industrial dispute to this Tribunal, for adjudication :—

"Whether the action of the management of Surakachhar Colliery of M/s. Western Coalfields Limited, Korba District Bilaspur in promoting Shri S. B. Sharma and Shri Moti Ram from Category V to Category VI as Carpenter and superseding Shri S. K. Sharma is justified. If not, to what relief is the concerned workman entitled ?"

2. The case of the Union in short is that the workman Shri S. K. Sharma was working in Category VII from 19-7-1965 and was fixed in Category V from 15-8-1967 and the other two workmen S/Shri Moti Ram and Sadabriks Sharma were also working in the same category as that of the concerned workman, Shri S. K. Sharma, but they were junior to the concerned workman. Both Shri Moti Ram and Shri Sadabriks Sharma were promoted in Category VI from 17-4-1976 and 20-2-1977 respectively, without holding the D.P.C. meeting and considering case of the workman for promotion. While promoting the other two workmen the concerned seniority of Shri S. K. Sharma was ignored and he was not considered for promotion to Category VI, whereas persons junior to him were promoted to that Category. Aggrieved by the decision of the management the concerned workman made repeated requests to the management but in vain. Therefore he raised the present industrial dispute through the Union.

3. The case of the management is that the concerned workman is working as a Carpenter. According to the Wage Board recommendations, the highest category recommended for the post of Carpenter is Category V. Therefore the concerned workman cannot claim a promotion in Category VI. However, the management has not denied the fact that the concerned workman Shri S. K. Sharma is senior to Shri S. B. Sharma and Shri Moti Ram. It has also not been denied that Shri S. B. Sharma and Shri Moti Ram have been promoted in Category VI. It has further been averted that the relevant record and the note sheets on the basis of which Shri S. B. Sharma and Shri Moti Ram were promoted is not available in the colliery and it has been misplaced. An additional plea has been taken that even if Shri S. K. Sharma is senior to Shri S. B. Sharma and Shri Moti Ram still he cannot claim a promotion only by virtue of his seniority because seniority is although one of the considerations for promotion, still merely seniority does not entitle a person to claim promotion as of right.

4. Both the parties have filed the documents. No evidence has been led. Reliance has been placed by the parties on the documents produced.

5. At the outset, the management has conceded this position that Shri S. K. Sharma is senior to Shri S. B. Sharma and Shri Moti Ram. Otherwise also this fact has not been denied specifically by the management either in the statement of claim or rejoinder. Therefore it is now undisputed before me that Shri S. K. Sharma is senior to S/Shri S. B. Sharma and Moti Ram.

6. It is now a settled position of law that a promotion is a managerial function and the Court should not interfere in the action of the management in the matters of promotion unless the Court finds that supersession of a particular employee is due to victimisation, malafide or unfair labour practice.

In the instant case, the record promoting Shri Moti Ram and Shri S. B. Sharma is with the management. To show that the management has rightly promoted Shri Moti Ram and Shri S. B. Sharma ignoring the claim of Shri S. K. Sharma, the management should have produced the D.P.C. proceedings and should have also demonstrated by leading cogent evidence that the seniority of Shri S. K. Sharma was ignored because he was not found fit for promotion. But the management has not led any documentary or oral evidence to prove that the supersession of Shri S. K. Sharma was justified. Whenever the management promotes a junior person ignoring the claim of a senior person and does not justify such a supersession it would amount to an unfair

labour practice. In view of the aforesaid position I hold that the claim for promotion of the concerned workman, Shri S. K. Sharma, was wrongly ignored by the management and promotion of Shri S. B. Sharma and Shri Moti Ram superseding Shri S. K. Sharma is unjustified.

7. In view of the various Supreme Court decisions it is now a settled position of law that if the Court finds that a man has been wrongly denied promotion the Court would normally ask the management to consider the claim of the superseded workman for promotion. Therefore normally this Court in view of the finding in the preceding paragraph would have asked the management to consider the claim of Shri S. K. Sharma for promotion from the date when S/Shri Moti Ram and S. B. Sharma, junior workmen, were promoted to Category VI. But both the parties have requested that instead of sending the case to the management for deciding the suitability of Shri S. K. Sharma for promotion this Tribunal may make an order about the actual promotion in view of the circumstances of the case. Therefore, in view of the fact that Shri S. K. Sharma was superseded without any reason I deem it fit to order his promotion from the date of his supersession i.e. 17-4-1976 to Category VI. The management is further directed to actually place him in that category at the earliest possible date. As the workman has not actually worked in Category VI it will not be proper to award him back wages of the category in which he has not actually worked. However, he shall be entitled to get the wages of Category VI from the date of the publication of this award. Even if the management does not de facto promote him to Category VI from that date, the pay of the workman shall be fixed in Category VI according to his seniority considering all the increments which he would have earned had he been promoted from 17-4-1976. The Union shall get a costs of Rs. 100 from the management. An award is given accordingly.

A. G. QURESHI, Presiding Officer
[No. L-22012(44)/79-D.IV(B)]

New Delhi, the 10th April, 1981

S.O. 1304.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Sangramgarh Colliery of M/s. Eastern Coalfields Limited, P.O. Samdi, District, Burdwan and their workmen which was received by the Central Government on the 7th April, 1981.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CALCUTTA

PRESENT :

Mr. Justice R. Bhattacharya, M.A., B.L.—Presiding Officer.

Reference No. 30 of 1980

PARTIES :

Employers in relation to the management of Sangramgarh Colliery of M/s. ECL.

AND

Their Workmen.

APPEARANCES :

On behalf of Employers.—Mr. B. B. Roy, Deputy Personnel Manager, Salanpur Area, F.C.L.

On behalf of Workmen.—Mr. P. N. Singh, Organising Secretary Kayala Mazdoor Congress (HMS).

AWARD

This is a Reference under Section 10 of the Industrial Disputes Act, 1947. The basis of the Reference is an Order of the Central Government, No. I-19012(61)/79-D IV (B) dated 8th May, 1980. The parties to the dispute are the management of Sangramgarh Colliery of Messrs ECL, P.O. Samdi, District Burdwan and their workmen represented by the Secretary, Koyala Mazdoor Congress (HMS).

The dispute for adjudication has been mentioned in the Schedule to the Order of Reference as follows :

“Whether the action of the management of Sangramgarh Colliery of M/s. Eastern Coalfields Limited, Post Office Samdi, District Burdwan in stopping the workman Shri Sadanand Singh from working with effect from 20th June, 1973 is justified. If not, to what relief is the concerned workman entitled?”

2. The hearing of this reference was fixed on 3-4-1981. The parties however appeared before me today and by special mention the records are put up. The management of the Colliery is represented by Mr. B. B. Roy, Deputy Personnel Manager of Salanpur Area of the Eastern Coalfields Limited. On behalf of the workmen appears Mr. P. N. Singh, Organising Secretary of Koyala Mazdoor Congress (HMS). Both Mr. Roy and Mr. Singh submit before me that the matter has been amicably settled by and between the parties and they filed a joint petition of compromise stating the terms thereof. Their prayer is that an Award be passed in terms of the settlement. I have also heard the workman concerned, namely Sadanand Singh who is present. On hearing the parties and going through the petition of compromise I find that the terms mentioned therein are legal and for the benefit of the workman. The terms are voluntary and legal.

3. As prayed for by the parties, I pass an Award in terms of the joint petition of compromise filed today which shall form part hereof as Annexure “A”.

R. BIJATTACHARYA, Presiding Officer

Dated, Calcutta, the 2nd April, 1981.

ANNEXURE ‘A’

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL : CALCUTTA

Reference No. 30 of 1980

PARTIES :

Employers in relation to the management of Sangramgarh Colliery of M/s. ECL.

AND

Their Workmen.

The employers and the workmen jointly beg to state that by mutual discussion held between the representative of the Employer and the Union, the industrial dispute which is a subject matter of this Reference has been agreed by the parties to be settled amicably on the following.

TERMS

- (1) That the management has agreed to allow Sri Sadanand Singh, the concerned workman who was working as Munshi At Sangramgarh Colliery to resume his duty in the said Colliery within 15 days from the date hereof.
- (2) That the concerned workman will not be entitled to claim any wages or bonus whatsoever for the period of his alleged stoppage from 20th June, 1973 to the date of his aforesaid resumption of duty, but the said period will count towards the continuity of his service and will be treated as leave without pay.
- (3) That the parties will bear their respective cost of this Reference.

Both the parties beg to state that if the above industrial dispute is allowed to be settled amicably on the aforesaid terms, this will be conducive for the maintenance of harmonious industrial relations in the establishment.

The parties most respectfully pray that the Honble Tribunal will be pleased to accord necessary permission allowing the parties to settle the above dispute on the terms mentioned

in this petition and to pass an Award accordingly by treating this petition as a part thereof.

And for this act of kindness your petitioners as in duty-bound shall ever pray,

Dated, this the 2nd day of April, 1981.

B. B. Roy

(Representing Management)
Deputy Personnel Manager
Salampur Area ECL

P. N. Singh
(Representing Union)
Organising Secretary
Koyala Mazdoor Congress

Sadanand Singh

(Concerned Workman)

[No. L-19012(61)/79.D.IV(B)]

New Delhi, the 13th April, 1981

S.O. 1305.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Calcutta, in the industrial dispute between the employers in relation to the management of Dalmiya Colliery of Bonjemehari Sub-Area of Eastern Coalfields Limited P.O. Salampur, Burdwan and their workmen, which was received by the Central Government on the 7th April, 1981.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL: CALCUTTA

PRESENT:

Mr. Justice R. Bhattacharya, M.A., B.L.,
Presiding Officer

Reference No. 9 of 1978

PARTIES:

Employers in relation to the management of Dalmiya Colliery of Bonjemehari Sub-Area, Eastern Coalfields Limited.

AND
Their Workmen

APPEARANCES:

On behalf of Employers.
Mr. A. Chaudhury, Counsel with
Mr. M. N. Kar, Advocate.

On behalf of workmen.
Mr. A. K. Lal Gupta, Advocate.
State: West Bengal

Industry: Coal Mines

AWARD

This is a reference under Section 10 of the Industrial Disputes Act, 1947 sent to this Tribunal by the Government of India by its Order No. L-19012(14)/77-D.IV(B) dated 7-9-1977. The industrial dispute in question is between the employers in relation to the management of Dalmiya Colliery of Bonjemehari Sub-Area, Eastern Coalfields Limited (hereinafter referred to as the "Colliery") and its workmen represented by the Joint Secretary, Coal Mines Employees Union, P.O. Dishergarh, Dist. Burdwan (hereinafter called the "Union"). The subject matter for adjudication as mentioned in the schedule to the reference is as follows:

"Whether the action of the management of Dalmiya Colliery of Bonjemehari Sub-Area, Eastern Coalfields Limited, Post Office Salampur in stopping Shri Nepal Chandra Mondal, Labour Mate/Supervisor from work with effect from 27-2-1973 is justified? If not to what relief is the concerned workman entitled?"

2. Parties to the dispute appeared and filed their respective written statements.

3. The Union's case in its written statement, in short is that the concerned workman Nepal Chandra Mondal used to work as supervisor to supervise the work of earth cutting under the management of the Colliery. On and from the

15th of November, 1970, he was absorbed in the Colliery as a regular and permanent worker and was designated as Labour Mate Supervisor by a letter dated 15-11-1970. While he worked as such, on and from 27-2-73 his work was stopped without any reason due to the confusion that prevailed at the time of takeover under the Coal Mines Taking Over Ordinance, 1973. On 1-1-73 the workman was given a certificate by the manager of the Colliery testifying to his employment in the Colliery. His name was entered in the 'B' Form Register and in the attendance register upto 26-2-73. The wife of Nepal Chandra was treated in the Colliery hospital as his dependant. The Colliery appointed without authority a screening committee which decided without giving him any opportunity to be heard, that he was not a workman in the employ of the Colliery. This decision, according to the Union, is illegal and unjustified. The Union's prayer is that the workman's service record should be regularised from the date of his working in the Colliery and all dues including unpaid salaries, payment for the period of forced unemployment, provident fund contributions, house rent allowance etc. should be paid to him.

4. The case of the Colliery, to be brief, is that the reference is incompetent as Nepal Chandra Mondal was never employed in the Colliery as alleged during the relevant time. There was no relationship of employer and employee between the Colliery and the concerned workman. The sponsoring Union has no locus standi to raise the present dispute. The entry of the concerned workman's name in the 'B' Form Register maintained by the erstwhile owner of the Colliery was interpolated to suit the convenience of Nepal Chandra Mondal. The actual management of the Colliery was taken over on 23-2-73 and not on 31-1-73 by virtue of the Coal Mines (Taking over of management) Ordinance which was followed by an Act. The concerned workman was one of the petty contractors under the old management who were paid commission on the output of work done through labourers employed by them. Nepal Chandra Mondal worked as such a contractor periodically till some time in October 1972. His name did not appear in wage-sheets and he was never paid through wage-sheets. He was not a member of C.M.P.F. There was no designation as Labour Mate and no such designation appears in Coal awards of the Coal Wage Board recommendations. The records show that Nepal Chandra was paid commission as a contractor, on the basis of the work done by his labourers. Since the taking over of the management of the Colliery was delayed, huge induction had taken place. Neighbouring villagers tried to get their names entered. A committee was formed for screening the actual workers. The Committee consisted mainly of responsible office bearers of the unions functioning in the Colliery and the list prepared did not contain the name of the concerned workman. According to the Colliery, Nepal Chandra not being an employee under it, is not entitled to get any relief.

5. In the rejoinder to the written statement of the Union, the Colliery has not stated anything new but in particular it has been reiterated that the name of Nepal Chandra Mondal was manipulated in 'B' Form Register and an entry regarding the discharge/termination of service recorded was erased and/or tried to be obliterated indicating that the man of that name was removed from service and/or left the employment in 1972.

The allegations made by the union were denied.

6. In the rejoinder to the written statement of the Colliery the Union denied the allegations of the Colliery and in particular regarding the entry 'B' Form Register, it has been stated that if any alteration was attempted, it must have been done by some interested person and not the concerned workman.

7. Mr. A. K. Lal Gupta, the learned advocate appearing on behalf of the Union representing the workmen has argued that the concerned workman Nepal Chandra was admitted as an employee of the Colliery by the erstwhile management as a labour mate on payment of wages per month and that his name appeared in the B Form Register as such. Moreover his wife being the wife of an employee was treated by the Colliery Hospital. In this connection he relied upon several documents exhibited in this case. Regarding the manipulation of the name of the workman in B Form Register, Mr. Lal Gupta's contention is that if there be any manipulation, that must have been done by some interested person other than the concerned workmen. The onus to prove manipulation rests upon the Colliery.

8. Mr. Chaudhury, the learned advocate for the Colliery has submitted that Nepal Chandra was a contractor in respect of cutting earth with his own men and got commission for such work on the basis of works done according to measurement. When the collieries were nationalised many people wanted to falsely get their names recorded as employees by manipulation. In this way he managed to get his name in the B Form Register with connivance of some persons in the erstwhile management of the Colliery, although in fact he was never an employee in the service of the Colliery nor was he treated as such. He never worked as alleged and, therefore, there was no refusal of his service on 27-2-73 as alleged. To avoid illegal induction and find out genuine employees, a screening committee was set up and he was not found to be an employee. Even if the entry of his name in the B Form is accepted, it would appear that his service was terminated or he left the service in 1972 as such endorsement has been erased from the B Form Register by some person interested in the concerned workman, Mr. Chaudhury has also relied on several documents including those of the concerned workman in support of his contention.

9. In this case witnesses have been examined and documents have been exhibited on both the sides.

10. Six witnesses have been examined by the Union. W.W.-1 is Haripada Banerjee, a junior Clerk-cum-Stores keeper of the Colliery Hospital. From him we get that persons working in the Colliery are treated in this hospital. In June 1972 one Sarala Bala Mondal was admitted in the hospital. He has proved her bedhead ticket, Ext. W-1, portion of medicine Distribution Register, Ext. W-2 and some other connected documents, Ext. W-3 and W-4. Witness No. WW-2 was produced to prove certain hand writings but he did not know the relevant hand writings. WW-3, Sisir Kumar Batabyal worked in the colliery in 1972. At that time Nalinakshya Mukherjee was the Manager of the Colliery. He has proved Ext. W-5, recommendation for admission of Sarala Bala in the Hospital and Ext. W-6, a certificate both signed by the Manager, Nalinakshya Mukherjee. He has stated that the concerned workman was a supervisor of earth cutters. He does not know how payments were made to him. The witness, however, received his payment through wage-sheets. About 15 or 20 days before the declaration of takeover of the management, Nepal Chandra had left the Colliery and gone to Radhaballavpur Colliery. He also left Radhaballavpur Colliery and went to Madhya Pradesh and was working in a Colliery there. During the examination-in-chief on further question, the witness has said that some time after the declaration of takeover, Nepal was found working for sometime. He saw workmen working under Nepal Mondal but he does not know how those men were paid. He says that actual taking over of the management of the Colliery took place on 23-2-73. It appears that this witness filed an application under Section 33C(2) of the Industrial Disputes Act against the Colliery.

11. Witness No. WW-4 is an employee examined to prove certain letters of some officers working in the office of Regional Labour Commissioner, Central, Asansol and of the Labour Enforcement Officers.

12. The concerned workman Nepal Chandra has been examined as WW-5. According to his evidence, in 1970 he used to cut earth and stone with the help of some labourers. He complained to the Labour Enforcement Officer that they were not getting proper wages and the matter was duly settled when the management agreed to issue an appointment letter. He has proved a letter dt. 15-11-70, Ext. W-14. There were fixed rates for cutting earth, stone and coal and he used to get 5 per cent of commission on these rates. The witness has stated that from December 1970 he was paid wages by vouchers @ Rs. 75 per month in addition to the commission. The Manager and the Supervisor used to give instructions as to works to be done and he used to supervise the works of people who worked under him. These people were first brought to the Colliery by him. Some of them who worked under him were absorbed by the Colliery. He has mentioned some names. He worked under Nalinakshya Mukherjee who worked in the Colliery as Manager upto 20-1-73. On the eve of his transfer, the witness asked for a certificate which he gave. The certificate is Ext. W-6. Saralabala Mondal, the wife of Nepal Chandra was sent to the Colliery Hospital

by the Manager. The witness has said that he worked in the Colliery upto 26-2-73 put on 27-2-73 he was not allowed to work and no reason was shown. His evidence is that he was never a contractor. During cross-examination he has admitted Ext. M-1 bearing his signature and also his bill dated 5-3-73 Ext. M-2 submitted by him to the Custodian. He used to distribute the amount of his bill amongst the workmen. He has admitted that he was paid by vouchers and not by wage sheets. It was he who brought the workmen to the Colliery whose work he supervised. Necessary implements were supplied by the Colliery. The workmen used to be paid on the basis of the measurements of the work done and Nepal Chandra used to be paid a commission of 5 per cent on the total taking from the Colliery. The total amount was to be divided amongst the workmen. He has denied that his wife was a loader. He has admitted that he did not have any Provident Fund. He has identified his signature on the B Form Register in serial no. 213. He does not, however, remember if column no. 8 was filled in at that time or not. He has also admitted that there is an erasure in column no. 8. He says that he is not responsible for the same.

13. WW-6, Satyanarayan Agarwal is the last witness on behalf of the Union. He was the owner's representative at the colliery from 1968 till nationalisation. He knew Nepal Chandra who was at first a labour supervisor of earth cutters. On a dispute, he was assured to be made a labour mate. In fact he was made a labour mate. He proves his own letter Ext. W-14 issued on 15-11-74. When Nepal was labour supervisor, he worked on commission. He wanted to be regular employment of the Colliery. Then he was assured that he would be a labour mate with the intention that he would get wages according to rules. The witness left the mine on the very day the declaration for nationalisation was made. He does not know whether Nepal was paid through wage-sheets or by vouchers. He does not know when Nepal was actually employed in the service. In cross-examination his evidence is that he does not know if Nepal was taken in permanently or temporarily or as a casual workman. He was not the Manager of the Colliery. All payments were passed by Manager and paid by Cashier.

14. According to the written statement of the Union, Nepal Chandra was absorbed in the colliery as a regular permanent worker designated as Labour Mate Supervisor on and from 15th November, 1970 by virtue of the letter of the same date and he worked upto 26-2-73. During evidence Nepal has stated that from December 1970 he was paid wages at the rate of Rs. 75 per month in addition to the commission at the rate of 5 per cent on the bill for cutting earth, etc. by the labourers. In support of Nepal's service under the Colliery, the Union relies on an entry in the B Form Register marked Ext. M-3. Ext. M-3 shows that one Nepal Chandra Mondal son of Debendra Nath Mondal described as 'Labour Mate' of Village Dhundabad, P. O. Samdi was employed in the service of the Colliery on 29-11-71. Against the entry serial No. 213, the signature of the person employed appears and Nepal has said that it is his signature. Clearly the dates of employment of Nepal as stated in the pleading and evidence are different from the one appearing in B Form Register. Nepal knew the date when he signed by the side of the date but he does not give any explanation as to the contradiction. Nepal has admitted that in the B Form Register in column 8 against his name there is an erasure but his evidence is that he is not responsible for it. With naked eye it can be seen that something was written in column 8 which is meant for date of termination or leaving of employment. In this column for date I can see in spite of signs of erasure, traces of last two digits "72". It is clear that some date was originally written indicating that Nepal's employment was terminated or he left his employment in the year 1972. The magnifying glass makes it more clear. It has been argued by Mr. Lalgueta that some interested person for the company might have erased the date. Admittedly the takeover of the management took place in February 1973. According to evidence it was on 23-2-73. This register came to the present management from the erstwhile management with this erasure. Moreover the management will not gain anything by erasing a date of termination of service of Nepal in the present dispute. On the other hand if any date appeared in the column that would go against the story of the Union that in February 1973 Nepal was in the service and that he was not allowed to work on and from 27-2-73. Therefore, the date in column 8 was

erased to show that Nepal's service was not terminated or that he was still in service and this date must have been erased by someone interested in the concerned workman and not certainly any man in the management of the Colliery. Mr. Chaudhury has argued that the present management of the Colliery cannot explain why and under what circumstances the date was erased as it was done previous to the receipt of the Register by the present management. The argument is reasonable.

15. Mr. Lalgupta next relied upon the alleged appointment letter Ext. W-14 issued by Satyanarayan Agarwal, Nepal, WW-5, the concerned workman has stated that on his complaint that he was not getting proper wages and that his name was not recorded in the books of the colliery, the management agreed to issue an appointment letter. His evidence is that S. N. Agarwal, the representative of the colliery wrote the appointment letter, Ext. W-14 in his presence. Let us see the nature of the letter addressed to Nepal Chandra. It is dated 15-11-70. It reads as follows:

"Sri Nepal Chandra Mondal.
Dalmiya Colliery

Dear Sir,

You are working in the colliery and supervising the work of Earth Cutters. You will be designated as labour-mate with effect from December, 1970 and be paid wages accordingly.

S. N. Agarwal
Representative
Dalmiya Colliery."

Satyanarayan Agarwal was examined as WW-6. On this point his evidence is that at first Nepal was a labour supervisor of earth cutters working on commission, that Nepal wanted to be in regular employment of the colliery, that he was assured that he would be made a labour mate, that the Ext. W-14 was in his handwriting and issued on 15-11-70 and that he intended to mean that Nepal's wages should be paid according to rules. The witness cannot say when actually Nepal was taken in employment but it might be near about the date and time assured in the letter. If assurance is taken, it is in December, 1970 but the case of Nepal in the written statement is that on 15th November, 1971 he was absorbed in the Colliery as a regular and permanent workman. WW-6 cannot say whether Nepal was taken in as a permanent or temporary or casual workman. He cannot also say how Nepal was paid wages, whether by wage-sheet or voucher. WW-6 has said that he was not the Manager of the Colliery and that all payments were passed by the Manager and paid by Cashier. WW-6 who wrote Ext. W-14 does not say that this was the appointment letter. What he says is Nepal was assured that he would be made a labour mate. In the letter also it is stated Nepal would be designated as Labour mate with effect from December, 1970 and would be paid wages. Reading the evidence of WW-6 along with the language of the letter, there can be no doubt that Nepal, at best, was given assurance of his getting a job of labour mate in future. He was in fact, not appointed, a worker either as labour mate or otherwise by Ext. W-14. There was no salary fixed.

16. In this connexion, Ext. M-3 the entry in B Form Register, may be considered. There the date of commencement of employment is given as 29-11-71 against which appears the signature of Nepal in English. Nepal does not challenge the said date during hearing. No explanation is given regarding this contradiction. Nothing has been stated in the pleading of the Union as well.

17. The third document relied on by the Union is the certificate granted by the Manager of the Colliery, Ext. W-6, which reads as follows:

"1-1-73

To whom it may concern.

Certified that Sree Nepal Ch. Mondal worked under me as a labour mate during my service at this mine. He was found a hardworking youth of painstaking habits. He was faithful and sincere in his work. His conduct has been satisfactory. I wish him a pushing career.

Dalmiya Colliery.
N. Mukherjee
Manager."

Nalinakshya Mukherjee has been examined as MW-1. He was the Manager upto the last week of January, 1973. From him we get that Nepal was one of the contractors. S. N. Agarwal, the representative of the owner used to fix rates, etc. with the contractors who used to take payments on behalf of their workers and they were given 5 per cent commission of their bills. He did not pass any payment to Nepal except what was payable under his bill as contractor. He has no knowledge that Nepal was paid Rs. 75 per month as claimed. All bills for payment used to be passed by Manager and either voucher or anything must be signed first by the Manager. So long as the witness was in the Colliery as Manager, Nepal was a contractor. He never came across Ext. W-14, the certificate granted by S. N. Agarwal. No wages were paid to him. Regarding Ext. W-6, his own certificate, the evidence of the Manager is that Nepal used to tell him that the Colliery was not suiting him and as he preferred better opportunities in neighbouring collieries, he asked for a certificate and just to help him, he gave that certificate Ext. W-6. His evidence is that by 'labour mate' appearing in the certificate, he intended to mean the labour supervisor of the gang of workers working under him. During private management contractors did not always sign contract. Considering the language in Ext. W-6 and the evidence of M.W.1, the Manager, I have no doubt that statement of the witness is true. In the certificate there is no statement that Nepal was in the employment of the colliery. M.W.1 gave his certificate to help Nepal obtain any suitable opportunity in other colliery. In fact from WW-3 we get that Nepal left the colliery about 15 or 20 days before the declaration of takeover and went to Ballavpur Colliery. Nepal again left Ballavpur colliery and went to Madhya Pradesh and worked there in a colliery. The nature of certificate has been correctly explained by M.W.1 in his evidence.

18. The next documents referred to by Mr. Lalgupta are Exts. W-1 and W-5. Mr. Lalgupta's argument is that these two documents will show that Nepal's wife Sarala being the wife of an employee was sent to the Colliery hospital for treatment and ultimately admitted in the Hospital. The contention is that these two documents prove that Nepal was in the regular employment of the Colliery and therefore his wife was treated in Hospital free of charge. On this point Nepal, WW-5, has stated that the Manager sent his wife to the Hospital. A suggestion was given during cross-examination that his wife was a loader in the colliery but that has been denied by Nepal. WW-1 an employee of the Hospital who produced the bed-head ticket, Ext. W-1, has said that in the ticket Saralarani was described as loader and that she came from Dalmiya colliery. Reading Ext. W-5 along with Ext. W-1, it appears that one Saralarani Mondal wife of Nepal Chandra Mondal was sent to the Colliery Hospital by a letter in prescribed form dated 12-6-72 signed by the Manager, MW-1 and the patient visited the Hospital on 13-6-72 and was given a number APD 23562/19. The patient was admitted in the Hospital on 21-6-72 and discharged on 7-7-72 as appears in Ext. W-1. In the bed-head ticket Ext. W-1 Saralarani, the patient has been described as "Loader Dalmiya Coly." WW-1 produced the document from the Hospital and proved it. He has clearly stated that the patient was described as loader from Dalmiya Colliery. Nepal himself denied that his wife was a loader but it is strange that no explanation was taken from WW-1 and no question was put to him from the side of the workman if the designation of the patient was wrongly given. In Ext. W-1 it is clearly stated that the patient was a loader of the colliery.

19. Coming to the Ext. W-5 the prescribed formal letter by which Saralarani was sent to the Hospital for treatment free of charge, it is signed by MW-1 the Manager. Column no. 5 of the form says "Whether employed, if not, relationship with the employee". In that column at first 'wife' was written but it was struck out. This shows that the patient was employed in the Colliery and that she was not treated free of charge on the ground of being the wife of any employee. Column no. 6 reads "Nature of employment on the mine of the patient/relation." Here it was written, "Labour mate". This shows that the relation of patient was a labour mate as stated. Reading both the Ext. W-1 and Ext. W-5, it is quite clear that Saralarani Mondal mentioned there was treated and admitted in the Colliery Hospital free of charge as she was herself an employee, namely, loader in the Colliery. MW-1 who signed Ext. W-5 has stated that I treated Nepal as Labour mate being the contractor Supervisor of his own workers. Moreover, he was

not cross-examined with reference to Ext. W-5 although according to him Nepal was not an employee.

20. I shall now deal with some other documentary evidence adduced on the side of the Colliery. Ext. M-2 is a letter written by Nepal to the Custodian on 5-3-73 after the alleged date of the refusal of the employment. The body of the letter runs as follows :

"I have stated before in my letter of 27-2-73 that I had been working in Dalmiya with my labourers. The company used to measure my earth and coal and land and would pay @ 55 per cent in earth and 80 per cent along with commission 5 per cent and hardstone 110 per cent which I would divide to my labourers. I would get my salary 75 per month.

Now I have left there the following which is noted in surveyor's Book. It is not being paid. I pray and claim this before you. This working places are now distributed to one Kashinath who spoils my position."

After this some measurements are given for cutting stone and coal land. Lastly, the claim of money is given as follows:

4 Weeks measurements are done	Value of Stone Coal land	Rs. 1475.87
		Rs. 541.08
	Commission	Rs. 2017.95
		Rs. 100.96
		Rs. 2118.91

The letter Ext. M-2 clearly shows that Nepal engaged his own labours for cutting stone, earth and coal. The Colliery used to pay money to Nepal for the works done according to measurement for payment to his labourers as per bill and Nepal used to get commission on the works done by his own men. Although he mentioned that he was to get his salary of Rs. 75 per month but even on 5-3-73 after the alleged refusal of his employment, he did not claim any money towards his salary. Moreover there was no grievance about the alleged non-employment from 27-2-73. Ext. M-6 is an account of Nepal the amount of which was received by Nepal giving his signature on revenue stamp. This was paid on 3-2-73. This document was filed by the Colliery long before the evidence of Nepal. I find no reason to hold that it is an unreliable document.

21. Next my attention has been drawn to Ext. W-15. This is a copy of a letter written by Nepal to the Additional Custodian General, Coal Mines Authorities. This is dated 28-3-73. The concerned workman obtained one certificate dt. 16-4-73 of an M.L.A. that he was a workman of the colliery. As evidence it has no value. The endorsement shows that the original was received by the office of the Addl. Custodian General on 21-4-73. In this letter Nepal says that he had been working in the colliery for 7 years till 26-2-73 as labour mate. According to his case before the Tribunal he was appointed a Labour mate on 15th November, 1971. It shows that he was known as labour mate even before his appointment in the service of the colliery, that is to say, even during the period when he worked as contractor with his own men. MW-1 rightly states that although Nepal was a contractor, he chose to call him a labour mate and certificate was given in that sense on 1-1-73. In this letter Ext. W-15 Nepal has again stated that the names of most of his workers are not in B Form and that they are going to the Manager for their job. This again indicates that some of his men were given employment in the Colliery and those who were not employed were trying to obtain job. Nepal has stated that many of his labourers and he himself went to the Manager for job but the Manager has engaged a contractor named Kashinath in place of Nepal. This is another circumstance which supports the fact that Nepal was a contractor.

22. In this case the Colliery has examined MW-2, the Manager who succeeded MW-1. This witness joined on 15-1-73. He was there in February, 1973. He has asserted that he did not see Nepal Mondal working in the Colliery.

45 GI/81-4

There was a Screening Committee after the nationalisation of the coal industry. This was to ascertain the real and genuine manpower of the colliery. This committee was constituted by the members of the management as well as the representatives of the Union. The list of manpower of the Colliery has been proved as Ext. M-4 by MW-2. In this list the name of Nepal Mondal does not appear. MW-2 has also proved the Register of wages in respect of the workers of the Colliery for the week ending 24-2-73 maintained in due course of business. That has been marked Ext. M-5. Here also Nepal's name does not appear. He has proved Ext. M-6 already mentioned to show that Nepal received payment of a bill doing contractor's job.

23. I have considered the evidence of both sides. I rejected the evidence of the witnesses of the Union and hold that the story that Nepal was an employee of the colliery is not correct. I have no doubt to hold that he was a labour contractor and this has been proved by the facts and circumstances revealed by the reliable and best evidence, documentary and oral adduced by the Colliery which examined important, necessary, competent and reliable witnesses. I hold that the entry of Nepal Mondal's name in B Form Register Ext. M-3 is a manipulated one and not genuine. It was made collusively during the time of the previous owners before nationalisation of coal industry illegally without the knowledge of the Manager of the Colliery and competent authority. In fact Nepal Chandra, the concerned workman was at no point of time an employee or workman of the Colliery and never treated or recognised as such. There was no occasion for the management of Dalmiya Colliery to stop Nepal Chandra Mondal from work with effect from 27-2-1973 as alleged. The allegation made on behalf of the workman has not been proved. The concerned workman is not entitled to any relief. The question posed in the Schedule to the Reference is thus answered.

This is my award.

R. BHATTACHARYA, Presiding Officer.

Dated, Calcutta, the 31st March, 1981.

[No. L-19012(14)/77-BIV(B)]

S. S. MEHTA, Desk Officer.

New Delhi, the 9th April, 1981

S.O. 1306.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the arbitrator in the industrial dispute between the employers in relation to the Air India, Bombay and their workmen represented by the Indian Aircraft Technicians' Association, Calcutta, which was received by the Central Government on the 2nd April, 1981.

BEFORE SHRI P. N. RAZDAN, JOINT CHIEF LABOUR COMMISSIONER (CENTRAL) AND ARBITRATOR.

In the matter of arbitration in the industrial dispute between the management of Air India, Bombay, and Indian Aircraft Technicians' Association, Calcutta.

PRESENT :

Representing Employer :

Shri K. A. Sapat, Industrial Relations Manager, Air India Bombay.

Shri S. M. Puri, Deputy Industrial Relations Manager Air India, Bombay.

Representing Workmen :

Shri I. P. Guha, General Secretary, Indian Aircraft Technicians' Association.

Industry :

Aviation.

By an arbitration agreement dated 29th November, 1979 entered into under the provisions of Section 10A of the Industrial Disputes Act by the management of Air India, Bombay, and President and General Secretary of Indian Aircraft

Technicians' Association, Calcutta, herein after referred to as IATA, it was agreed by these parties to refer to my arbitration the industrial dispute regarding the date on which 50 per cent increase in technical pay shall be granted to certain categories.

The actual terms of reference as agreed upon and incorporated in the arbitration agreement are as follows :—

"Specific matters in dispute—

Whether the demand of the IATA for payment of 50 per cent increase in technical pay w.e.f. January 1, 1974 is justified or not for the following categories of employees represented by them.

Categories of staff	Existing technical pay as on 1-1-74
(i) Technicians in the existing grade of 245-640	Rs. 30 per month.
(ii) Senior Technicians in the existing grade of Rs. 385—770	
(iii) Chargehand in the existing grade of Rs. 410—920.	Rs. 40/- per month.
(iv) Foreman/Inspectors in the existing grade of Rs. 640—1170	Rs. 50/- per month.

3. The arbitration agreement dated 29th November, 1979 contained a stipulation regarding the time limit for making the arbitration award which said that the arbitrator shall give his award within a period of 90 days or within such further time as is extended by mutual agreement between the parties in writing. It further said that in case the award is not given within the period aforementioned the reference to arbitrator shall stand automatically cancelled and the parties shall be free to negotiate for fresh arbitration.

4. The arbitration agreement was notified by the Government of India, Ministry of Labour in the Gazette of India dated 15th March, 1980 Part II Section 3 sub-section (ii) under is order No. L-11025(3)/80-D. II-B dated 3rd March, 1980, in pursuance of sub-section (3) of Section 10A of the Industrial Disputes Act.

5. Under my letter No. 30(20)/79-Con. IV dated 19th February, 1980 the parties to the dispute were requested to forward the statement of the case for further consideration. The written statement relating to the dispute was submitted by IATA under their letter No. IATA/CO/GOI/D465 dated 5th March, 1980. The written statement of the management was received in June, 1980.

6. The first hearing was fixed on 16th June, 1980. However, the representatives of the management did not attend that hearing. The parties were heard on 19th August, 1980, 11th September, 1980, 8th October, 1980 and 24th November, 1980. During the hearing on 11th September, 1980, IATA filed several documents having a bearing on the question of increase in technical pay. IATA also filed a 'composit statement' about the facts relating to the dispute during the hearing on 8th October, 1980.

7. In pursuance of stipulation mentioned in para 3 above, the time for making the arbitration award was first extended upto 31st of January, 1981 by an agreement dated 8th October, 1980 between the parties and later upto 31st of March, 1981 by an agreement between the parties dated 23rd February 1981.

8. The background and facts relating to the dispute as revealed from the various documents presented before me and discussions during the course of hearing are as under :—

8.1 The All India Aircraft Engineers' Association in their Charter of Demands raised against the management of Air India in 1963, demanded amongst other things grant of technical pay. The dispute was referred for adjudication to a National Industrial Tribunal (Khosla Tribunal). Consequent upon the settlement having been reached between the parties, the tribunal gave a consent award which provided for payment of technical pay as under :—

Categories of employees mentioned below—

(i) Asst. Superintendent	Rs. 250/- p.m.
(ii) AMEI/ARME I	Rs. 200/ p.m.
(iii) AME II/ARME II	Rs. 100/- p.m.

8.2 The All India Aircraft Engineers' Association demanded increase in technical pay in the Charter of Demands submitted to Air India under their letter dated 11/14th April, 1970. The parties reached an agreement on 5th October, 1972 and the relevant provision of the said agreement relating to technical pay was as under :—

"2.5 technical pay"

(a) Technical pay at the existing rates shown below shall continue to be payable to the following categories of employees :—

(i) Asst. Superintendent	Rs. 250 p.m.
(ii) AME I/ARME I/Engr. I	Rs. 200 p.m.
(iii) AME II/ARME II/Engineer II	Rs. 100 p.m.

(b) AME III/ARME III/Engr III shall receive a technical pay of Rs. 50 per month w.e.f. March 1, 1971.

8.3 Since no increase was granted in the existing technical pay to these categories the parties agreed to a provision in the settlement dated 5th October, 1972 that the Daphtry Arbitration Award, on the reference made in relation to a similar issue in respect of Indian Airlines and AIAEA, would be given due consideration in resolving the issue between Air India and AIAEA. (It may be mentioned here that Indian Airlines and AIAEA had agreed under settlement dated 9th September, 1972 to refer for the arbitration of Shri C. K. Daphtry the demand of AIAEA for doubling the technical pay then paid, besides several other issues. The arbitrator gave his award on 29th December, 1974 allowing 50 per cent increase to technical pay from 1st January, 1974).

8.4 Air India management keeping in view the provision in the settlement dated 5th October, 1972 granted an increase of 50 per cent in the technical pay for Assistant Superintendents and Aircraft Maintenance Engineers w.e.f. 1-1-74.

8.5 As regards technical pay to certain categories of technicians mentioned below they were first granted the technical pay under a settlement dated 22nd July, 1966 entered into between Air India and the Air Corporation Employees' Union. The relevant provision of the said settlement is as under :—

"4" Technical Pay :—

4.1 With effect from 1st August, 1964, Technical Pay at the rates specified below will be granted to workmen in the following N. I. T. grades and categories

in consideration of the nature of their work and conditions under which duties are performed

(i) Carpenters and Tailors in N I F Grades B workman other than Sr Progress Clerks in N I T Grade B and workmen other than Loading Hands in N I I Grade 16 Rs 30 pm

(ii) Loading Hands in N I F Grade 16 and workmen other than Examiners in N I F Grade 19 Rs 40 pm

(iii) Examiners in N I F Grade 19 Rs 50 pm

4.2 Technical pay to Sr Technicians referred to under sub-clause 3.1 will continue to be Rs 30 pm and that admissible to Inspectors and Foreman will be Rs 50 pm

8.6 Indian Aircraft Technicians' Association which later represented the technicians submitted a Charter of Demands on 23rd June, 1969 and one of the demands was with regard to technical pay as under—

"Demand No. 3—Technical pay —

Technical Pay will be payable to the Aircraft Technicians as under—

Aircraft Technicians/Senior Aircraft Technicians	15% of the basic subject to a minimum of Rs 90/- per month
Master Aircraft Technicians	15% of the basic subject to a minimum of Rs 120/- per month
Asstt Foreman/Foreman and Inspector	15% for the basic subject to minimum of Rs 150/- per month

8.7 Since no settlement was reached the matter was referred on 24th February, 1971 for adjudication to National Industrial Tribunal presided over by Shri Mahesh Chandra Howar, a settlement was reached later on 29th March, 1971 between the parties under which the demand for technical pay was given up. The National Industrial Tribunal thereafter gave a consent award accordingly.

8.8 The issue was again raised by IATA in its Charter of Demands submitted with letter dated 29th June, 1973. The demand made was—

"Technical Pay

Technicians/Senior Technicians	15% of the basic subject to a minimum of Rs 90/- per month 15% of the basic subject to a minimum of Rs 120/- per month
Foremen/Inspector/Approved Welder/Foreman 'A' Inspector 'A'	15% of the basic pay subject to a minimum of Rs 150/- per month

Revision of pay and allowances on the basis of this Charter of Demands was demanded from 1st April, 1973

In the negotiations held between the parties the demand was given up as a result of a package deal accepted by IATA on the basis of which a settlement was signed on 29th August 1974. Clause 6 of the said settlement provided that the IATA agreed that no demand in respect of the workmen to whom the settlement applied which was included in its said Charter of Demands, and also no demand involving financial commitment on the part of the management would be submitted during the pendency of the said settlement. The period of the said settlement was agreed to be from 1st April 1974 to 31st March, 1975.

8.9 Another Charter of Demands was submitted by IATA on 21st February, 1975 including the following in regard to technical pay

"Technical Pay

Technicians and Senior Technicians (Aircraft and Plant) Group leader	15% of the basic subject to a minimum of Rs 90/- pm 15% of the basic subject to a minimum of Rs 120/- pm
Foreman/Inspector/Instructor/Senior Welder Foreman 'A' and Inspector 'A'	15% of the basic subject to a minimum of Rs 150/- pm
Senior Inspector/Senior Foreman and Senior Instructor	15% of the basic Subject to a minimum of Rs 300/- pm

The revision of pay and allowances on the basis of this Charter of Demands was claimed w.e.f. 1st April 1975

The demand was again given up and a package deal was accepted and accordingly a settlement dated 9th January, 1976 was entered into by Air India and IATA, Clause 6 of the settlement reads as under—

The Association agrees that no demands in respect of the workmen mentioned in Clause 1 hereof which is included in the said letter No. IATA/DR/CO/7611 dated 21st February, 1975 or any other demands involving financial commitment on the part of the management will be submitted during the pendency of this settlement.

The period of the said settlement was from 1st April 1975 to 31st March 1978. The settlement was agreed to be in full and final settlement of the demands made by the Association in its Charter of Demands dated 21st February, 1975.

8.10 Yet another Charter of Demands was submitted by IATA with their letter dated 26th June 1978 with the following demand relating to Technical Pay

Technical pay upto revised basic pay of Rs 1020/-	15% of Provident Fund Salary subject to a minimum of Rs 100/-
Upto revised basic pay Rs 1340/-	15% of Provident Fund Salary subject to a minimum of Rs 120/-
Above the basic of Rs 1340/-	15% of Provident Fund Salary subject to a minimum of Rs 150/-

Negotiations on this Charter resulted in a mutual settlement entered into between the parties on 10th June, 1979. The settlement was agreed to be in full and final settlement of the demands in the Charter. The increase in technical pay was agreed to be given to certain categories of technicians w.e.f. 1st April, 1978 as under—

"Technical Pay	Existing	Revised
	Rs pm	Rs pm
Technicians/Senior Technicians	30	65
Chargehand	40	80
Foreman/Inspector	50	95
Inspector 'A'	100	170

As said earlier 1st April, 1978 was accepted in the settlement as the date from which the settlement would have effect.

9. The Association however demanded during negotiations on the Charter of Demands that 50 per cent increase in technical pay be granted from 1st January, 1974 instead of 1st April, 1978. This demand was not conceded. However, this very issue regarding date of effect of this settlement (dated 10-6-79) in relation to technical pay became the subject matter of my arbitration.

10. The issue before me is thus very limited. It is whether the workmen are entitled to an increase in the technical pay from 1-1-1974 instead of 1-4-1978 as already agreed upon between the parties. I have to look into the matter only from this limited angle, the other aspects of the matter being outside the purview of my arbitration. Moreover, the dispute relating to increase in technical pay has already been settled in the settlement dated 10-6-1979 and therefore is not the subject matter of my arbitration.

11. For a proper appreciation of the issue before me it would be necessary to go into and analyse the facts relevant to the issue i.e. the date from which the increase should take effect. (a) It would be seen from para 8 above that the demand for increase in technical pay was raised by IATA from time to time but everytime a settlement was reached as a package deal in full and final determination of the Charter of Demands each time, increase in technical pay not having been conceded prior to the settlement dated 10th June, 1979. The demand for technical pay was quite often given up. This happened in the settlement dated 29-3-71 (para 8.7), settlement dated 29-8-74 (para 8.8), settlement dated 9-1-76 (para 8.9). The package deal did not contain any increase in technical pay of the categories of the employees in question. If the IATA was at all feeling strongly that the technical pay should be allowed from 1-1-74, they should not have dropped the demand or compromised on the same under a package deal. Particularly, the settlement dated 29-8-74 which was accepted as binding from 1-4-74 to 31st March, 75 and the settlement dated 9-1-76 which was accepted as binding for the period from 1st April, 75 to 31st March, 78, these periods being subsequent to 1-1-74 from which date the increase in the technical pay is demanded in the arbitration case before me. Dropping of this demand or compromising the same as a result of a package deal takes away the substance of the demand for raising the same subsequently. Such action erodes the merit of the demand for retrospective effect from 1-1-74.

(b) The increase in technical pay was conceded by the management in the settlement dated 10th June, 1979 and both the parties accepted the increase to be payable from 1-4-78. If IATA was feeling very strongly that the retrospective effect should be from 1-1-74 they should not have committed themselves to 1-4-78 as the date of effect of the settlement. They could have left the question of retrospective effect from prior to 10-6-79 open for arbitration atleast in relation to the issue of the technical pay rather than committing to the dated 1-4-78 in a settlement under law.

(c) It, therefore, appears that retrospective effect from 1-1-74 to the increase in technical pay was demanded for the first time soon after signing the settlement dated 10-5-79. This is clear from:—

(i) The letter dated 4/6th July, 79 jointly addressed to me by IATA and the Indian Airlines wherein they requested me to be the arbitrator. It was stated in the opening paragraph of this letter this:—

"During the recent wage negotiations on the Charter of Demands submitted by the Indian Aircraft Technicians' Association, one of the issues raised by IATA was payment of 50 per cent increase in the technical pay w.e.f. January 1, 1974....."

(ii) The letter of Indian Airlines Management under No. IR/74-56/3293 dated 30th November, 1979 addressed to the Secretary to the Government of India Ministry of Labour forwarding the arbitration agreement dated 29-11-79. The opening para explained that:—

"During the recent wage negotiations on the Charter of Demands raised by the Indian Aircraft Technicians Association, one of the issues raised by the Indian Aircraft Technicians' As-

sociation was payment of 50 per cent increase in the technical pay effective January 1, 1974....."

(d) It is, therefore, clear that the issue of retrospective effect to the increase in technical pay from 1-1-74 instead of 1-4-78 as agreed in the settlement dated 10-6-79 was first raised during the negotiations which resulted in the settlement dated 10-6-79 and never before. Of course, the demand for increase in such pay had been raised from time to time as soon from para 8 above. IATA did not produce any document or statement where under they could show that the demand for retrospective effect to increase in technical pay from 1-1-74 was raised earlier also.

(e) IATA has not also given any justifiable argument in support of the date 1-1-1974 as retrospective date. The only point raised was that increase in technical pay to certain categories under Daphtry Arbitration Award in Indian Airlines was given from 1-1-74 and it was extended to technical officers also but not to certain categories of employees as represented by IATA like Foremen, Inspectors, Assistant Technical Officers, Junior Technical Officers, etc. However, the Daphtry Award had no application to the employees in Air India. Moreover, extension of Daphtry Award to Technical Officers in Indian Airlines was on the ground that they were a comparable category of technical personnel to those in respect of whom the issue of technical pay was referred to the arbitration of Shri Daphtry whereas the categories of employees represented by IATA are not comparable status wise or hierarchy wise to those covered by the Daphtry Award.

(f) It was also argued that Inspectors 'A' were given increases in technical pay from 1-1-74 under the settlement dated 13-3-79 between Air India and All India Aircraft Engineers Association, Bombay region, whereas the categories of technical personnel represented by IATA have not been given the same from 1-1-74 and, therefore, the parity between these categories was disturbed. It was also argued that this disturbed parity between Inspectors 'A' on Indian Airlines and on Air India. It is true that Inspectors 'A' in Air India in the grade of 870—1380 were given 50 per cent increase in technical pay from 1-1-74. This was under a settlement dated 13-3-79. But this settlement preceded the settlement dated 10-6-79 entered into by Air India and IATA. At that point of time IATA was well aware that Inspectors 'A' were extended the benefit from 1-1-74 and therefore IATA should have taken a stand for retrospective effect from 1-1-74 in relation to the categories represented by them in the settlement dated 10-6-79. But rather than doing so they did agree in the settlement dated 10-6-79 to accept 1-4-78 as the date of retrospective effect in relation to increase in technical pay. Under these circumstances, IATA cannot make a grievance of discrimination against its members.

(g) The representative of IATA did not also show that any other comparable category of technical personnel were given the benefit retrospectively from 1-1-74. Therefore, no grievance or discrimination against IATA members can be expressed or alleged. It is pertinent to note here that IATA had demanded revision of pay and allowances on the basis of Charter of Demands dated 29-6-73 from 1-4-73 but gave up the demand for technical pay and accepted the settlement reached as binding from 1st April, 74 to 31st March, 75. Likewise, they demanded the revision of pay and allowances on the basis of Charter of Demands dated 21-2-75 w.e.f. 1-4-75 but gave up the demand in the settlement dated 9-1-76 and accepted the settlement as binding from 1st April, 75 to 31st March, 78. And finally in the settlement dated 10-6-79 they accepted 1-4-78 as the date of retrospective effective instead of 1-4-74. This confirmed further that IATA raised the issue of retrospective effect being given from 1-1-74 to the increase of technical pay to the concerned employees only immediately after the settlement dated 10-6-79 was reached even though they have bound themselves to 1-4-78 as such date in that settlement. In fact in the Charter of Demands which resulted in the settlement dated 10-6-79 they had specifically demanded implementation of the settlement of the charter w.e.f. 1-4-78 (not 1-1-78).

12. Under these circumstances, it is difficult to find any justification for the demand for retrospective effect being given to the increase in technical pay from 1-1-74. I fail to understand how this issue has been reopened soon after the settlement of 10-6-79, during negotiations on the wage

revision and agreed to be referred to my arbitration. There is no doubt that both IATA and Indian Airlines were bound by the date 1-4-78 for the purposes as was agreed between them. In this regard a plea regarding of Section 19 read with Section 23(e) of the Industrial Disputes Act suggests that there cannot be any dispute on a issue covered by a settlement till such settlement is in operation and binding on the parties. Even industrial action like strike/lockout is not permitted in terms of Section 23(e) of the Industrial Disputes Act in a situation like this till a settlement on an issue is in force. Such industrial action would be illegal.

13. The management of Air India in their written statement on the case have advanced the theory of estoppel against IATA in raising the demand regarding increase in technical pay because IATA had given up this demand while entering into settlement on their Charter of Demands submitted in 1973 and 1975. The plea has been advanced that the IATA had agreed that during the periods covered by the said two settlements it would not raise any demand which had been included in its said two settlements. I do not think that IATA is estopped or precluded from raising this demand for all times to come. It is only agreed that such demands would not be raised during the periods covered by the said two settlements. But it does not mean that they cannot raise these demands after the expiry of these settlements and it may even relate to the period covered by the settlement. It may not be in conformity with the scheme of Industrial Disputes Act to raise such demands during the period of operation of a settlement covering such a demand. But a union can certainly raise such demands after the period of the settlement expires and the demand may relate to the period earlier covered by the settlement. It is a different thing whether the union would justify its demand and sustain it for obtaining relief. That would depend on the merits of each case. And in that context I may say that IATA had no merit or justification in demanding retrospective effect from 1-1-74 in the case under my consideration when they themselves had demanded operation of a settlement from a different date and eventually had given up this demand altogether.

14. While I agree with the last sub-para of the written statement of Air India I would like to observe that it is equally the responsibility of the management not to entertain demands already dropped or settled, whereas subsequently raised by a Union or Association. But in the instant case the IATA went on giving up the demand in settlement after settlement whereas Air India management went on entertaining the demand as raised in Charter after Charter subsequently.

15. Lastly, I would like to refer to para 17 of the statement of the case of Air India. Shifting of loyalties by employees from one union to another union will not have any bearing on a reference made to an arbitrator or to an adjudicator when such shifting of loyalty has taken place after the arbitrator or adjudicator was seized of the reference. The material date on which the support of members to a union in raising a dispute is the date of reference and subsequent events of shifting membership will be of no consequence to an arbitrator or adjudicator. This has been the view taken by the Supreme Court in *Bombay Union of Journalists vrs. Hindu* 1961-II-LJ p. 436. I do not therefore accept the plea taken by the management of Air India on this ground that I should not consider the matter in relation to Inspectors.

16. Having taken note of all the facts presented before me and keeping in view the arguments advanced during the hearing I have carefully considered the whole issue and have no hesitation in coming to the conclusion that the demand for payment of 50 per cent increase in technical pay conceded in the settlement dated 10-6-79 w.e.f. 1-1-74 is not justified.

17. In conclusion I would answer the issue under my terms of reference as below :—

The demand of Indian Aircraft Technicians' Association for payment of 50 per cent increase in technical pay w.e.f. January 1, 1974 is not justified for the following categories of employees :—

(a) Technicians in the existing grade of 245—640

(b) Senior technicians in the existing grade of 385—770 ;

(c) Chargehands in the existing grade of 410—920 ; and

(d) Foreman/Inspectors in the existing grade of 640—1170.

I award, accordingly.

Sd/-

P. N. RAZDAN, Jt. Chief Labour Commissioner
(Central) & Arbitrator.

[No. L-11025(3)/80-D. II(B)]

New Delhi, the 10th April, 1981

S.O. 1307.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the arbitrator in the industrial dispute between the employers in relation to the Indian Airlines, New Delhi, and their Workmen represented by the Indian Aircraft Technicians' Association, Calcutta, which was received by the Central Government on the 2nd April, 1981.

BEFORE SHRI P. N. RAZDAN, JOINT CHIEF LABOUR COMMISSIONER (CENTRAL) AND ARBITRATOR.

In the matter of arbitration in the industrial dispute between the management of Indian Airlines, New Delhi and Indian Aircraft Technicians' Association, Calcutta.

PRESENT :

Representing Employer :

Shri O. P. Bhasin, Manager (Industrial Relations).

Representing Workmen :

Shri I. P. Guha, General Secretary, Indian Aircraft Technicians' Association.

INDUSTRY AVIATION

By an arbitration agreement dated 11th December, 1979 entered into under the provisions of Section 10A of the Industrial Disputes Act by the management of Indian Airlines, New Delhi (Employer) and President and General Secretary of Indian Aircraft Technicians' Association, Calcutta, herein after also referred to as IATA, it was agreed by these parties to refer to my arbitration the industries dispute regarding the date from which 50 per cent increase in technical pay shall be granted for the certain categories.

2. The actual terms of reference as agreed upon and incorporated in the arbitration agreement are as follows :—
"Specific matter in dispute :—

Whether the demand of the IATA for payment of 50 per cent increase in technical pay w.e.f. January 1, 1974 is justified or not for the following categories of employees represented by them :

Category of staff	Technical pay as on 1-1-74
(a) Technicians in the erstwhile grade of Rs. 245—640	} Rs. 30 per month
(b) Senior Technicians in the erstwhile grade of Rs. 385—770.	
(c) Chargehands in the erstwhile grade of Rs. 410—920.	Rs. 40 per month
(d) Foremen/Inspectors in the erstwhile grade of Rs. 640—1170	Rs. 50 per month.

3. The arbitration agreement dated 11th December, 1979 contained a stipulation regarding the time limit for making the arbitration award which said that the arbitrator shall give his award within a period of six months or within such further time as is extended by mutual agreement between the parties in writing. It further said that in case the award is not given within the period aforementioned the reference to arbitration shall stand automatically cancelled and the parties shall be free to negotiate for fresh arbitration.

4. The arbitration agreement was notified by the Government of India, Ministry of Labour in the Gazette of India dated 2nd February, 1980 pt. II Section 3 Sub-section (ii) under its order No. L-11025/1/80-D. II. (B) dated 28th January, 1980 in pursuance of sub-section (3) of Section 10A of the Industrial Disputes Act.

5. Under my letter No. 30(20)/79-Con. IV dated 19th February, 1980 the parties to the dispute were requested to forward the statement of the case for further consideration. The written statement relating to the dispute was submitted by IATA under their letter No. IATA/CO/GOI/0465 dated the 5th March, 1980.

6. The parties were heard on 16th June, 1980, 19th August, 1980, 11th September, 1980, 8th October, 1980 and 24th November, 1980. During the hearing on 11th September, 1980, the IATA filed several documents having a bearing on the question of increase in technical pay. IATA also filed a 'composite statement' about the facts relating to the dispute during the hearing on 8th October, 1980.

7. In pursuance of the stipulation mentioned under Para 3 above the time for making the arbitration award was first extended upto 31st of January, 1981 by an agreement dated 8th October, 1980 between the parties and upto 31st of March, 1981 by an agreement between the parties dated 23rd February, 1981.

8. The background and facts relating to the dispute as revealed from the various documents presented before me and discussion during the course of hearing are as under :—

8.1 The Indian Airlines Corporation entered into a settlement with All India Aircraft Engineers' Association (AIAEA) on 20th December, 1966 whereunder technical pay was granted to the following categories at the rate shown against each.

AME II and ARME II at Rs. 100 p.m.
AME I and ARME I at Rs. 200 p.m.
Asst. Superintendents at Rs. 250 p.m.

The benefit under the settlement was from 1st April 1966. 8.2 Later, AIAEA submitted a Charter of Demands on 28/29th April, 1970 for revision of pay and allowances. On this it was decided to pay technical pay to the workmen represented by AIAEA at the following rates.

AME III and ARME III @ Rs. 50 p.m.
AME II and ARME II @ Rs. 100 p.m.
AME I and ARME I @ Rs. 200 p.m.
Asst. Superintendent @ Rs. 250 p.m.

The only change from the position as obtaining under settlement dated 20th December, 1966 was that payment of technical pay was made to the category of AME III and ARME III.

8.3 AIAEA submitted a Charter of Demands again on which a settlement was reached on 9th September, 1972. As regards technical pay, the stipulation in the settlement was that the demand of the Association for doubling the technical pay will be referred for arbitration of a single arbitrator under section 10A of the I. D. Act, the issue being whether there is any justification in the demand of the Association for doubling the technical pay. Shri C. K. Daphtary was appointed as the arbitrator. He gave his award on 29th December, 1974 allowing increase of 50 per cent in the then existing rates of technical pay w.e.f. 1st January, 1974.

8.4 As regards the categories of employees represented by IATA in Indian Airlines, technical pay was introduced under settlement dated 1st February, 1967 before the Chief Labour

Commissioner(C) making it effective from 1st April, 1966. The following rates of technical pay were allowed :—

Employees in Grade 3/6 Technical including carpenters, tailors and Senior Technicians.	Rs. 30/- p.m.
Employees in Grade 7/8 Technicians	@ Rs. 40/- p. m.
Employees in Grade 9 Technicians.	" Rs. 50/- p.m.

8.5 Later IATA submitted a Charter of Demands on 23rd June, 1969 demanding among other things increase in technical pay on which a settlement was reached on 25th December, 1971 which was considered to be full and final settlement of the demands in the charter. The demand on technical pay was dropped by IATA. The relevant para of the settlement stated as under :—

"The association hereby drops and gives up its demand pertaining to (Dearness Allowance, technical pay, qualification pay, shift allowance ..."

However, under this settlement a cadre of Inspector 'A' was created in the scale of Rs. 750-50-1000-1200 and given technical pay at Rs. 100 per month.

8.6 Meanwhile, on a Charter of Demands raised on 23rd June, 1969, there was eventually a reference made on 24th February, 1971 to a National Industrial Tribunal presided over by Shri Mahesh Chandra but the parties reached a settlement on 29th March, 1971 and obtained a consent award on 25th February, 1972. The demand for technical pay was given up in the settlement dated 29th March, 1971 on the basis of which a consent award was given.

8.7 IATA made a representation on 8th October, 1973 to Indian Airlines management that their Charter of Demands was not adjudicated upon by the NIT but they were informed on 2nd November, 1973 that it was not so, inviting also the attention of the Association to the relevant para of the National Tribunal Award which said thus :—

"So far IATA is concerned they are already bound by the settlement. I make award accordingly in terms of the settlement which shall form part of the Award".

8.8 They were also told about the managements non-acceptance of their claim that any change arising out of the award that was then expected to be given by the arbitrator Shri C. K. Daphtary in relation to the dispute raised by All India Aircraft Engineers' Association should be implemented in respect of Aircraft technicians as well.

8.9 Again IATA raised the issue in March, 1975 for increasing the technical pay by 50 per cent on the basis of Daphtary Award. The Association was replied on 18th April, 1975 that Daphtary Award had no application to the categories of employees represented by IATA their Charter of Demands having been settled under settlement dated 25th December, 1971 and National Industrial Tribunal Award dated 25th February, 1972 and that the arbitration award related to such categories of employees who were represented by AIAEA.

8.10 IATA again submitted a fresh Charter of Demands on 29th June, 1973 demanding increase in technical pay as under :—

Technicians/Senior Technicians	15% of the basic pay subject to a minimum of Rs. 90/- p.m.
Group Leader	15% of the basic pay subject to a maximum of Rs. 120/- p.m.
Foremen/Inspector/Approved Welder/Foremen 'A' Inspector 'A'	15% of the basic pay subject to a minimum of Rs. 150 p. m

Revision of pay and allowances on the basis of this Charter was demanded from 1st April, 1973.

On this there was a settlement on 23rd August, 1974 made applicable for one year from 1st April, 1974 to 31st March, 1975. No increase in technical pay was conceded in this settlement which covered the Charter of demands fully and finally

Item (2)—Under Section II of this settlement contains the following provisions :—

"The terms hereof are in full and final settlement of the Association's Charter of Demands dated 29th June, 1973."

8.11 Yet another Charter of demands was submitted by the IATA on 21st February, 1975 raising the demand of technical pay in the following form :—

Technicians and Senior Technicians (Aircraft & Plant)	15% of the basic pay subject to the minimum of Rs. 120/- per month.
Group leader	15% of the basic pay subject to a minimum of Rs. 120/-p.m.
Foreman, Inspector, Instructor/senior welder, Foreman 'A' and Inspector 'A'	15% of the basic pay subject to the minimum of Rs. 150/-p.m.
Senior Inspector, Senior Foreman and Senior Instructor.	15% of the basic pay subject to the minimum of Rs. 300/- per month".

Revision of pay and allowances on the basis of this Charter of demands was claimed with effect from 1st April, 1975.

The result of negotiations on this Charter was the settlement dated 1st January, 1976 made binding for three years. This settlement too was in full and final settlement of the Charter of Demands and demand on technical pay was not conceded.

Item (2)—Under Section II-General of this settlement dated 1-1-76 read as under :—

"The terms hereof are in full and final settlement of the Association's Charter of Demands No. IATA/DR/CO/611 dated 21st February, 1975."

8.12 IATA again submitted a charter of demands on 7-4-78 later modified by their letter dated 26-6-78. The demand relating to increase of technical pay was as under :—

Upto revised basic pay of Rs. 1020/-	15% of Provident Fund salary subject to minimum of Rs. 100/- p.m.
Upto revised basic pay of Rs. 1340/-	15% of Provident Fund salary subject to minimum of Rs. 120/- p.m.
Above the basic pay of Rs. 1340/-	15% of Provident Fund salary subject to a minimum of Rs. 250/- p.m.

IATA in the first para of their letter No. IATA/CO/0025 dated 26th June, 1978 stated thus :

"The revision of pay, allowance and any other benefit shall be implemented with effect from 1st April, 1978."

There was a conciliation settlement on this on 10-6-79 agreeing to grant of increase in technical pay with effect from 1-4-78 as under :—

Category	Existing categorical pay	Revised technical pay
Technicians		
Senior Technicians	Rs. 30/- p.m.	Rs. 65/- p.m.
Charge hand	Rs. 40/- p.m.	Rs. 80/- p.m.
Foreman, Inspector	Rs. 50/- p.m.	Rs. 95/- p.m.
Inspector 'A'	Rs. 100/- p.m.	Rs. 170/- p.m.

8.13 Above revision of technical pay has been agreed to be effective from 1-4-78 (item 6 of the settlement). There is also a commitment under item 13 of this conciliation settlement that the whole of the settlement will come in force with effect from 1-4-78 and shall remain in force till 30-9-81.

9. The Association, however, demanded during negotiations on the charter of demands that 50 per cent increase in technical pay be granted from 1st January, 1974 instead of 1st April, 1978. This demand was not conceded. However, this very issue regarding date of effect of this settlement (dated 10-6-79) in relation to technical pay became the subject matter of my arbitration.

10. The issue before me is thus very limited. It is whether the workmen are entitled to an increase in the technical pay from 1-1-74 instead of 1-4-78 as already agreed upon between the parties. I have to look into the matter only from this limited angle, the other aspects of the matter being outside the purview of my arbitration. Moreover, the dispute in relation to increase in technical pay has already been settled, in the settlement dated 10-6-79 under item 6 thereof and therefore is not the subject matter of my arbitration.

For a proper appreciation of the issue before me it would be necessary to analyse the facts relevant to that issue i.e. the date from which such increase would take effect.

(a) It will be seen from para 8 above that the demand for increase in technical pay was raised from time to time but settlements were reached on all occasions in full and final determination of the charter of demands each time, increase in technical pay not having been conceded prior to the settlement dated 10th June 1979. The demand for increase in technical pay as raised in the charter of demands dated 23-6-69, 29-6-73 and 21-2-75 was compromised in the settlement dated 25-12-71, 23-8-74 and 1-1-1976 respectively wherein a package deal was accepted in full and final settlement of the different charters of demands. The package deal did not contain any increase in technical pay of the categories of employees in question. If the IATA was at all feeling strongly that the technical pay should be allowed from 1-1-74 they should not have dropped the demand or compromised on the demand of technical pay at least in the settlements dated 28-3-74 and 1-1-76, both being subsequent to 1-1-74. I am not in any way suggesting that acceptance of such package deals or such compromises wherein the demand of increase in technical pay were dropped or not conceded by the management, operates as an estoppel or restrained IATA from raising the demand for all times to come. That would be taking too rigid or too technical a view. But, certainly such action as adversely affected the merits and seriousness of the demand for retrospective effect from 1-1-1974. This also answers the argument raised by IATA in paras 6 to 8 of their composite statement filed before me on 8-10-80.

(b) It was only in the settlement dated 10th June, 1979 that an increase in technical pay was offered and accepted by IATA with effect from 1-4-78. Here also they should have not committed themselves to 1-4-78 as the date of effect of the settlement, if they were serious enough to claim it from 1-1-74. It could have been left open for arbitration at least in relation to the issue of technical pay.

(c) The position thus appears to be that the retrospective effect from 1-1-74 to the increase of technical pay was demanded

for the first time soon after signing the settlement dated 10-6-79 as appears from :

(i) the management's letter dated 10-6-79 to the General Secretary, IATA. The introductory para of management's letter dated 10th June, 1979 read with para 3 of the letter addressed to General Secretary, IATA reads as under :—

"During the recent wage negotiations on the Charter of demands submitted by your Association the Association had raised certain points for consideration. These points have been conceded and our position is as under :—

(i) Driving allowance.....

(ii)

(iii) Demand for payment of 50 per cent increase in technical pay with effect from 1-1-74 instead of 1-4-78 :—

In connection with the Association's demand for 50 per cent increase in the technical pay with effect from 1-1-74 instead of 1-4-78, it is agreed that the matter will be referred to arbitration under Section 10-A of the Industrial Disputes Act.

(2) the letter dated 4th July, 1979 jointly addressed to by IATA and the Indian Airlines Management wherein they requested me to be the arbitrator. It was stated in the opening para :—

"During the recent wage negotiations on the Charter of Demands submitted by the Indian Aircraft Technicians' Association one of the issues raised by IATA was payment of 50 per cent increase in the technical pay with effect from January 1, 1974.....".

(3) The management's letter dated 11th December, 1979 addressed to the Secretary to the Government of India, Ministry of Labour, forwarding the arbitration agreement dated 11-12-79. The opening para explained that "During the recent wage negotiations on the Charter of Demands raised by the Indian Aircraft Technicians' Association one of the issue raised by the Indian Aircraft Technicians' Association was payment of 50 per cent increase in the technical pay effective from January, 1974....".

(a) It is, therefore, clear that the issue of retrospective effect to the increase in technical pay from 1-1-74, instead of 1-4-78 as agreed in settlement dated 10-6-79, was first raised during the negotiations which culminated in the conciliation settlement dated 10-6-79 and never before. Of course, the demand for increase in such pay had been raised from time to time as seen from para 8 above. The Indian Aircraft Technicians' Association did not produce any document or statement whereunder they would show that the demand for retrospective effect in increase in technical pay from 1-1-74 was raised earlier also. IATA has not also given any justifiable argument in support of the date 1-1-74 as retrospective date. The only point raised is that the increase in technical pay to certain categories under Daphty Arbitration Award was extended to technical officers also and from 1-1-74 but not to certain categories of employees as represented by IATA. Well, the date of effect of that Arbitration Award i.e. 1-1-74 was a direction in the Award itself. Furthermore, technical officers were extended the benefit of the Daphty Award because they were a comparable category of technical personnel to those in respect of whom the issue of technical pay was referred to the arbitration of Shri Daphty and their service conditions were more or less similar. But the categories of employees represented by IATA are not comparable statuswise or hierarchywise to those categories covered by the Daphty Arbitration Award and therefore the Daphty Award was not extended to them. In any case, the issue of non-extension of Daphty Award to categories of employees represented by IATA and whether such action was justified or not could have been a matter for industrial dispute at that stage. At present this is not within the ambit of my arbitration and, therefore, I do not wish to express an opinion thereon. I have made mention to this issue because this has been one of the main arguments raised by the representatives of IATA in their Written Statement as also during the hearing.

(e) The representative of IATA has also not shown that any other comparable category of technical personnel were given the benefit retrospectively from 1-1-74. Therefore, no grievance or discrimination against the IATA members can be expressed or alleged. The management of Indian Airlines signed a settlement on 23-12-1980 granting technical pay to

certain employees in technical categories in certain rationalised scales of pay as represented by Air Corporation Employees Union. But that settlement also has been made effective from 1-4-1978 and not from 1-1-1974. So the theory of discrimination can also not be advanced in support of the date 1-1-1974.

(f) It is pertinent to note here that I.A.T.A. had demanded revision of pay and allowances on the basis of charter of demands dated 29-6-1973 from 1-4-1973. Likewise, revision of pay and allowances and increase in technical pay on the basis of charter of demands dated 21-2-1975 was demanded from 1-4-1975 and not from 1-1-1974. Again the IATA demanded revision of pay and allowances and other benefits on the basis of their charter of demands dated 7-4-1978 modified by their letter dated 26th June, 1978 with effect from 1-4-1978 and not from 1-4-1974 and as a result of negotiations on this demand accepted 1-4-1978 as the date from which the settlement on the issue would have effect. It is thus amply clear and confirmed that the IATA raised the issue of retrospective effect being given from 1-1-1974, to the increase of technical pay to the concerned employees soon after the settlement dated 10-6-1979 which had clinched this issue by accepting 1-4-1978 as the date of operation. This accepted date 1-4-1978 is also in conformity with their demand in this regard.

12. What then is the justification for such demand for retrospective effect from 1-1-1974. I fail to understand how this has again been reopened then and there during negotiations and agreed to be referred to my arbitration for determining whether the increase should be payable from 1-1-1974. After all both the parties were bound by the date 1-4-1978 agreed between them. In this regard a plain reading of section 19 read with section 23(e) of the I.D. Act suggests that there cannot be any dispute on an issue covered by a settlement if such settlement is in operation and binding on the parties. Even industrial action like strike/lock out is not permitted in a situation like this till a settlement of an issue is in force in terms of section 23(e) of the I.D. Act.

13. Having taken note of all the facts presented before me and keeping in view the arguments advanced during the hearings, I have carefully considered the whole issue and have no hesitation in coming to the conclusion that the demand for payment of 50 per cent of increase in technical pay conceded in the settlement dated 10-6-79, with effect from 1-1-74 is not justified.

14. In conclusion I would answer the issue under my terms of reference as below :

The demand of Indian Aircraft Technicians Association for payment of 50 per cent increase in technical pay with effect from January 1, 1974 is not justified for the following categories of employees.

- Technicians in the erstwhile grade of Rs. 245—640.
- Senior Technicians in the erstwhile grade of Rs. 385—770.
- Chargehands in the erstwhile grade of Rs. 410—920.
- Foreman/Inspectors in the erstwhile grade of Rs. 640—1170.

I award accordingly.

15. Incidentally it may be mentioned that IATA has also made certain other points but the same do not appear to be relevant to the issue under my arbitration. For example they have said that they were forced to sign the settlement on 25-12-1971. But I wonder how a mature well knit Trade Union like IATA could be forced to sign a settlement and how they did not protest against the same and repudiate the settlement with all the vehemence it deserves. Another point raised is that the case about increase of technical pay was not well presented to the Board of Directors on 10-12-1975. I have nothing to comment on this and this is outside the ambit of my arbitration.

P. N. RAZDAN,

Jt. Chief Labour Commissioner (C)

Arbitrator.

[No. L-11025(1)/80-DH(B)]

New Delhi, the 10th April, 1981

S.O. 1308.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Arbitrator in the industrial dispute between the employers in relation to the management of Tasra Colliery under Bhowra Area of Messrs. Bharat Coking Coal Limited, Post Office Bhowra, District Dhanbad (Bihar) and their workmen, which was received by the Central Government on the 30th March, 1981.

BEFORE SHRI D. V. RAMACHANDRAN ARBITRATOR AND REGIONAL LABOUR COMMISSIONER (CENTRAL) DHANBAD NOW REGIONAL LABOUR COMMISSIONER (CENTRAL), CALCUTTA

PARTIES :

The Management of Tasra Colliery under Bhowra Area of M/s. B.C.C.I., P.O. Bhowra, District Dhanbad (Bihar).

AND

Bihar Colliery Kamgar Union (CITU) Refugee Market, Temple Road, Dhanbad.

APPEARANCES :

For Employer :—1. Shri B. Joshi, Advocate, 2. Shri N.K.P. Sinha, Personnel Manager.

For Workmen :—1. Shri D. Mukherjee, Advocate and Secretary, Bihar Colliery Kamgar Union.

AWARD

No. 2 194/80-B.I

INDUSTRY : Coal

The management of Tasra Colliery of M/s. Bharat Coking Coal Ltd. and their workmen represented by Bihar Colliery Kamgar Union referred the following dispute to my arbitration :—

"Whether the action of the management of Tasra Colliery of M/s. Bharat Coking Coal Ltd., P.O. Bhowra, Dist. Dhanbad in dismissing S/Shri Ramlal Satnami and 3 others is justified? If not, to what relief are the said workmen entitled to?"

2. In the above reference the names of three other workmen were not given. However, both the parties agreed that other three workmen are S/Shri Thakurdas Bhowi, Kunjaram Dhobi and Chinilal Dhobi. I held arbitration proceedings and heard the parties on 3-11-80, 24-11-80, 6-12-80, 12-12-80, 15-12-80, 30-12-80, 9-1-81, 29-1-81, 24-1-81 and finally on 25-2-81. By mutual agreement, the parties extended the time limit for giving the award first upto 31-12-80 and finally upto 31-3-81. During the proceedings, from the workmen's side, it was agreed that the enquiry conducted was fair and proper and there was no necessity for re-opening of the enquiry proceedings and hence the Arbitrator may base his conclusions on the records available as well as the arguments of the parties.

3. I have gone through all the records produced by the parties and heard their arguments. I have, also, satisfied myself that the workmen concerned were members of the Bihar Colliery Kamgar Union from the year October, 1977 onwards. It was observed that after the dismissal of the workmen in August, 1979 they had appealed to the Chairman-cum-Managing Director, M/s. Bharat Coking Coal Limited. Subsequently, both the parties agreed to refer the dispute for my arbitration.

4. The admitted facts of the case are as follows :—

"On 10-12-77 at about 4.30 P.M. Shri Gopal Vishwakarma of Bihar Colliery Kamgar Union entered into the office of Shri D. K. Babuta, Manager, Tasra Colliery, along with 15/20 persons and demanded that the workmen have not been properly paid and that paysheets surveyor's measurement register, billing section records and other records should be produced for his verification. Shri D. K. Babuta did not agree to produce the records as it was already evening hours and requested Shri Gopal Vishwakarma to come on Monday. While thus talking, Shri Babuta left his office room and proceeded to go away in his Jeep. The agitating crowd of workmen followed Shri Babuta and Shri Gopal Vishwakarma is said to have got hold of the Collar of Shri Babuta

and hit him on his face. Thereupon, Shri Babuta helped by his Night guard and driver came back to the office room and protected himself by getting the doors and windows bolted from inside. The crowd of workmen led by Shri Gopal Vishwakarma continued to pound the doors and windows for some time but fled away as soon as other security and night guards came to rescue. In the crowd of workmen, apart from Shri Gopal Vishwakarma, the Manager and others could identify only four workmen namely : S/Shri Chinilal Dhobi, Kunjaram Dhobi, Thakurdas Bhowi, Overburden Removal workers and Shri Ramlal Satnami, Coal Cutter.

The four workmen were chargesheeted for riotous and disorderly behaviour and attempting to assault the Manager and after conducting enquiry they were dismissed from services.

5. It is found that during the enquiry Shri Gopal Vishwakarma was examined as defence witness and he stated that he was a Secretary of the Bihar Colliery Kamgar Union of Tasra Colliery Branch and he admitted that due to provocation by the Manager, who refused to show records, he caught hold of the Collar of the Manager. He denied that the chargesheeted workmen were present at the place of incident and stated they have been entangled in the case as they were active members of his union. The workmen, concerned, in their evidence denied of having committed any misconduct and having been present on the scene of the incident and took a plea that they were active workers of the union and hence they have been victimised. The enquiry officer has come to a conclusion that even though the relations between the management and the union may not be happy or even if workers are office bearers of the union it does not give them a blank cheque to them to commit misconduct and get away with it. The Enquiry Officer, also, came to the conclusion that the four workmen were present at the time of the incident. I am inclined to agree with the findings of the Enquiry Officer that the four workmen were present at the time of incident and were moving with Shri Gopal Vishwakarma, who was the main leader of the crowd. During the cross-examination of the Enquiry Officer before me, the Counsel for the workmen tried to show that the Enquiry Officer was against the union as earlier he had been assaulted by one Shri Suresh Mahato or the same Union, who was dismissed for the said misconduct and that he had prejudice against the union. The Enquiry Officer denied any such imputation.

6. It is clear from the evidence, various documents and the report of the Enquiry Officer that it was at the active instigation of Shri Vishwakarma, the crowd misbehaved. Shri Vishwakarma and all the 15/20 persons who were in the crowd were guilty of misconduct. Still the handling of the crowd, led by Shri Vishwakarma, who came as a union leader demanding justice for the workmen, by the Manager, Shri Babuta, was far from satisfactory. Without understanding the seriousness of the situation, the Manager just tried to evade the problem and dismiss the crowd stating that there was not time and that they should wait till Monday. He should have passed on the problem at least to his Personnel Officer, who is expected to have some knowledge of human relations. The union leader being an outsider got provoked and the crowd of workmen also got excited. This resulted in Shri Vishwakarma assaulting the Manager who had to hide himself cancelling his programme to go out. The incident of violence, assault and damage to property of the Company need condemnation in strongest terms and the union has only damaged its reputation by such act. However, the four workmen who were the only persons identified in the crowd of other workmen and who have been singled out for punishment are not the only guilty persons. They might have been identified very quickly as they were active members of the union and perhaps the management wanted to teach them a lesson and indirectly a lesson to the union by getting rid of them.

The evidence goes to prove that the four workmen were certainly the part of the crowd which resorted to violence, riotous and disorderly behaviour and attempted assault. They are no doubt guilty of the charges but the punishment of dismissal imposed upon them is too severe. Their past records were checked and it was found that they were appointed in 1973 and till the date of incident their behaviour was good. The management could not show a single instance of misbehaviour or misconduct against the four persons. They were Overburden Removal workers and when a doubt arose about the correctness of wages paid to them, they also got agitated along with others and the

crowd mentally enveloped them in the presence of their union leader. The mishandling of the situation by the Manager led to their provocation. One cannot expect the overburden removal workers to behave better when they have been told and instigated that they have been under-paid and when their Manager was not prepared to discuss with them. It is also found that the management has not gone into the important question which led to this agitation as to whether the workmen concerned had been paid less. The enquiry proceeded, only, on the misconduct alleged against the workmen. It is not known as to whether the management has subsequently settled the grievances of the workmen. For misconducts committed by a crowd, led by a trade union leader, only four workmen cannot be singled out and dismissed. While, I consider the action of the management in finding the workmen concerned guilty of riotous and disorderly behaviour and attempting to assault the Manager, I also feel that the management should view the incident in proper perspective and in the light of circumstances which led to the same.

7. While holding the action of the management in punishing the workmen as justified, I am of the view that taking into consideration all facts, evidence and circumstances the punishment of dismissal is too harsh and the workmen cannot be deprived totally of their livelihood after having put in nearly six years' service free from any bad record. Hence, I, hereby direct the management to reinstate the said four workmen in service within 15 days of the date of this award. However, the workmen, shall not be entitled for any back wages or continuity in service or any benefits arising out of past service. The management, also, shall have the right to take them back on duty in any of the collieries under Bhowra area and also deploy them on any jobs, which are available without any reduction in the wages last drawn or category/group, in which they were working before dismissal.

8. This is my award.

Dated : 26th March, 1981

D. V. RAMACHANDRAN,

Arbitrator and Regional Labour Commissioner (Central)
Dhanbad (Now Regional Labour Commissioner
(Central), Calcutta)
[No. L-11025(1)/80-D.II(B)]
S. S. BHALLA, Desk officer

New Delhi, the 14th April, 1981

S.O. 1309.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal-Cum-Labour Court No. 2, Bombay in the industrial dispute between the employers in relation to the management of Central Provinces Manganese Ore Company Ltd., Nagpur and their workmen, which was received by the Central Government on the 3-4-81.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

PRESENT :

Shri P. Ramakrishna, Presiding Officer.

Reference No. CGIT-2/30 of 1980

(Old Reference No. CGIT-6 of 1977)

PARTIES :

Employers in relation to the Management of Central Provinces Manganese Ore Company Limited, Nagpur

AND

Their workmen

APPEARANCES :

For the Employers—1. Shri V. Rajagopal, Advocate. 2. Shri M. L. Vaidya, Advocate.

For the Workmen—Shri S. M. Dharap, Advocate.

INDUSTRY : Mining **STATE :** Maharashtra
Bombay, dated the 17th March, 1981

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them under Section 10 (1)(d) of the Industrial Disputes Act, 14 of 1947 have referred the following industrial dispute to this Tribunal for adjudication :—

“Whether the demand of the workmen of Dongri Buzurg Mine (Bhandara District) of the Central Provinces Manganese Ore Company Limited, Nagpur, Maharashtra for enhancement of wages with effect from 1-6-1976 is justified? If so, to what relief the workmen are entitled?”

The Management of M/s. Central Provinces Manganese Ore Company Limited (hereinafter referred to as CPMO) in their written statement dated 23-7-1977 state that the Union's (Rashtriya Manganese Mazdoor Sangh) demand dated 24-7-1976 that the pay and allowances of C.P.M.O. staff be raised on a par with the pay and allowances of the Staff working in the Government company—Manganese Ore India Ltd. (MOIL) is totally unjustified having regard to the CPMO's financial position. They say CPMO is working only one mine viz. Dongri Buzurg mine as against the twenty-one mines being operated by MOIL. Negotiations for the sale of the remaining one mine of the CPMO to the Central Government are almost completed and the take over of the mine by MOIL is imminent. In the circumstances the company's activities at present are limited. The ore that is produced is of low grade where the margin of profit is very low. Even the high grade Dongri Ore is not readily saleable in view of its highly phosphoric content. For these reasons, they say the demand of the workmen for a rise in wages cannot be accepted. They also add that it would be highly improper for the CPMO to pass on the additional burden of the increase of wages to the successor company without any corresponding benefit to them.

On behalf of the workmen the Rashtriya Manganese Mazdoor Sangh (Union for short) filed a written statement of claim saying that in view of the letters addressed by the CPMO to M/s. Calcutta Mineral Supply Pvt. Ltd. Calcutta and to the Controller of Purchase Stores Hindustan Zinc in August, 1975 informing them that the company was finding it necessary to raise the price of ore in view of a new wage agreement that is being negotiated, the plea of financial incapacity is not tenable. They also refer to para. 4 of the company's written statement wherein it is mentioned that the profit of the MOIL is about 60 lakhs. They contend that since CPMO has 49 per cent share holding in MOIL they (CPMO) can easily finance the increase in wages now demanded with the help of its share in MOIL's profit. The Union also points out that even when production was small in 1975 the company could realise a net profit of about 6 lakhs. During 1976 the production and sale of high grade ore being much more than in 1975 the company's profit during that year should be considerably higher and therefore capacity to pay the higher wage demanded gente. They say that even if the wages are increased as per demand pending negotiations for sale, the financial burden of MOIL (which is to ultimately take over the mine) will be negligible because they are already having a workforce of 13000 men to operate their 21 mines. They enclose the production and sale charts of CPMO for 1975 to 1977 to refute the management's plea that they were producing only low grade ore with no profit and which is also doubtful of sale. They further state that the company has advanced a sum of Rs. one crore and 30 lakhs against security and four lakhs as unsecured loans to four persons. They submit that the aforesaid sum of Rupees one crore and 34 lakhs should also be taken into account in considering the company's financial capacity. Referring to the figures of Royalty paid by the company to the Government they say that the quantity of ore on which Royalty was paid during 1976 is double the quantity on which Royalty was paid during the previous year. Therefore the profit of the Company should also be proportionately higher. They say that from 25-1-1977, the company has been engaging one hundred and thirty new hands. They ask how the company could pay this extra wage bill when their financial capacity even to meet the present demand is bad. They deny the averment that the company's activities at the mine have become limited. They assert that the plant is being run even at the time of filing this written statement as can be seen from the fact that the Joplin Jig and Mechanical Jig were always

in use for obtaining production after cleaning, washing etc. of the ore. Finally, they say that since the wages were increased last in 1972 the prices of essential commodities have gone up steeply. Therefore there is every justification for the present demand.

One Shri Jangday, Branch President of the Dongri Buzurg Mine Workers Union has filed a further statement dated 9-6-1977 saying that the Agent and General Manager of CPMO assured his Union in August 1975 orally that if MOIL raised their sale of wages the same would be adopted by the CPMO also. They demand implementation of this promise with effect from 1-6-1976. He further says that the Railway freight paid by the CPMO during 1975-76 for the Ore despatched by them amounted to more than one crore. From this circumstances they want this Court to infer that the profit earned by the company in respect of the despatches of this ore should also be high. He points out that certain workmen from CPMO company like M/s. D. S. Kothak, Mine Foreman, D. S. Chowhan compounder of CPMO company were transferred to work under MOIL and one Sri R. S. Shionkar, a compounder from MOIL's Beldongri Mine was transferred to Dongri Buzurg mine of CPMO. From this it is contended that when there is inter-changeability of personnel from CPMO to MOIL and vice-versa their scales of pay should also be the same.

The CPMO company filed a further written statement on 30th July, 1980 stating that the mine in question was taken over by the Government of India's nominee, MOIL as per the agreement dated 21-9-1977 and that possession was actually handed over to MOIL on 23-10-1977. In this agreement dated 21-9-1977 it was agreed that MOIL should take over Dongri Buzurg Mine staff on the same pay as they were paying their employees of their other mines. They also take the plea that in view of the fact that the mine in question has been taken over by MOIL along with the staff there could be no industry in existence. When the industry has ceased to exist this reference must be considered to have become infructuous.

They deny that the increase in the price of Ore sought by them in their letters dated 19-8-1975 has no relation whatsoever to the present demand but only refer to the future rise in the minimum wages. They say that the MOIL company had not paid any dividend since 1971-72 even in respect of its preference shares. In respect of the ordinary shares the MOIL paid dividends for 1965-66 and 1966-67 only and not thereafter. Under the agreement dated 21-9-1977 the Government of India paid CPMO Rs. 68 lakhs only against the face value of Rs. 105 lakhs in respect of CPMO's 49 per cent share holding in MOIL. They say the sum of Rs. 60 lakhs referred to in para. 4 of their written statement represented only the financial burden MOIL would have to shoulder if called upon to meet the increased wage bill and the mode of raising the extra money required for that purpose. They deny the averment that the CPMO made a net profit of 6.28 lakhs during the year 1975. They say it represented the surplus of receipts over expenditure subject to the fact that the ore stock would be realised at the cost price and the receipts shown in the profit and loss account would be received and the expenditure provided is met as provision for these has to be made according to the accounting principles. They say that they suffered a loss in 1975. They enclose copies of profit and loss account for the year ending with 31-12-1976 and upto 31-10-1977 (till the date of transfer). The company submits that the negotiations for the sale of the mine having been reached by 20-7-1976 there was no other option for it except to wind up its affairs. In the circumstances the company cannot be expected to accept the demand for revision of wages from June 1976. They dispute the contention that the increased production and sale of the ore should necessarily mean more profit and hence existence of the necessary financial capacity to meet the present demand. The advances amounting to Rs. 134 crores are said to be in the nature of capital investments out of surplus funds, accumulated over several years due to absence of permission from the Reserve Bank of India for repatriation of funds to the head office of the company at London since 1966. In fact it is said that it has proved to be a bad investment necessitating legal action. They deny the statement that on 28-8-1977, the company has augmented its labour force by 130 men by fresh recruitment. They say that the 130 men who were temporary hands were confirmed with effect from 28-1-1977.

This they did out of a sense of fair play to labour rather than on account of their financial capacity to shoulder the extra burden. Regarding the averment that the plant was working with full capacity till the date of take over by MOIL, they say that the Heavy Media Separation Plant was not being run to its full capacity that is three hundred tonnes a day. Only the small unit of Joplin Jig and Mechanical Jig was in use for the purpose of washing and cleaning the low grade ore to better its quality. The ore so cleaned and washed by Joplin and Mechanical Jigs was about 200 to 300 tonnes per month as against 300 tonnes per day when the plant was in full operation.

To the management's statement dated 30-7-1980 the Union has filed a reply on 3-9-1980 stating that since the agreement with MOIL dated 21-9-1977 is silent on the question as to who should bear the additional burden arising out of this reference, the CPMO cannot absolve itself of that liability. They say that CPMO company should be held liable to pay the wages arising from out of this reference.

On the above pleading the following issues arise for consideration :—

- (1) Whether the reference has become infructuous owing to the transfer of the mine in question by the CPMO to MOIL subsequent to the date of reference?
- (2) Whether the present demand for enhancement of wages w.e.f. 1-6-76 is justified?
- (3) Whether MOIL is a comparable unit with CPMO for considering the present demand of rise in wages?
- (4) From what date if any should the benefit of the enhanced wages be given and to what extent?
- (5) To what relief?

This reference was originally on the file of the Central Government Industrial Tribunal No. 1, Bombay as reference No. CGIT-6 of 1977 and as per the order of the Government of India in the Ministry of Labour dated 8-5-1980 it has been transferred to the file of this Tribunal to be proceeded with from the stage at which it was left off by the Central Government Industrial Tribunal No. 1, Bombay.

After the transfer, on behalf of the workmen Shri M. Bavankar is examined as W.W. 1 and Shri Narayan P. Puranik Agent and General Manager of CPMO as EW-1.

Issue No. 1

CPMO is a company incorporated in U.K. Till 1962 it was operating 22 Manganese ore mines situated within the former Central Provinces and Berar Province. In 1962 the Government of India had taken over 21 mines from the CPMO company and made over the operation of those mines to the Government company Manganese Ore India Limited (MOIL). The CPMO was given 49 per cent of the share holding in MOIL. The operations of the CPMO were confined thereafter only to Dongri Buzurg Mine.

In 1971 under the C.P. and Berar abolition of proprietary Rights Act the Government terminated the CPMO's existing mining lease in respect of the Dongri Buzurg Mine. The company filed Writ Petition CIV 7592-7593 on the file of the Bombay High Court Nagpur Bench at Nagpur questioning the order of termination of the lease. Pending the Writ Petition the company obtained an interim order restraining the Central Government and the Maharashtra State Government from in any way disturbing its possession or working of the mine in question or otherwise take any action in pursuance of the impugned order. The High Court stayed the operation of the order subject to the following conditions as per its order dated 30-9-1971 :—

- (1) The petitioner company keeps separate account of raising and/or despatch from 1st October, 1971.
- (2) In addition to the separation of accounts of raising and/or despatches from and after 1-10-1971 the petitioner company shall maintain in a separate account in the Bank concerned all the moneys

realised by sale, if any, of the ore so raised and sold after 1-10-1971 and the profits arising out of the sale of the said ore raised from the said date by fresh mining operations. It will be for the Government of India to decide in accordance with the other rules and regulations relevant thereto whether the said profits, if any can be remitted out of the country, in the event the present proceedings are decided against the petitioner-company.

- (3) The petitioner-company will in working the mine abide by all the statutory provisions and the regulations and rules framed under the Mines and Minerals (Regulation and Development) Act, 1957, the Mines Act, 1952, with effect from 1-10-1971, and such other laws as are applicable in the case of the lease originally held by the petitioner-company.
- (4) In the event the petition dismissed by this Court the State will be entitled to take possession of the subject premises subject to the petitioner company's rights of removing equipment or other property which the law and lease-deed entitle the petitioner-company to take away on expiry of lease and without prejudice to the petitioner Company's right and remedies of redress interim or final in any other further legal proceedings in Courts including the Supreme Court.
- (5) In the event of the petition being dismissed, the petitioner-Company undertakes to deliver to the State all the unsold ore raised after 1-10-1971 and lying at the mines or at the sidings subject to the payment by the State of all the costs and expenses which the petitioner-Company was required to bear or incur in mining or stocking the said ore."

During the year 1973, negotiations for the sale of the mine Dongri Buzurg were commenced. By their letter dated 14-6-1973 the Government of India while enclosing a draft agreement of sale for the company's confirmation informed the company that the deal was subject to the approval of the Cabinet and also the approval of the Madhya Pradesh and Maharashtra State Governments. By his letter dated 7-8-1974 the Joint Secretary, Ministry of Steel informed the company that the Government of India declined the approval of the draft terms of settlement. In 1975, the company once again approached the Government for the sale of the Mine. The terms of the sale were approved by 26-7-1976 and a formal agreement for sale and transfer of shares of the CPMO in MOIL and for the sale of the Mine equipment and the structures was entered into on 21-9-1977. On the same day another agreement was entered into between the CPMO and MOIL to whom the mine Dongri Buzurg was made over for being worked. In terms of these agreements, the mine in question was handed over to MOIL on 23-10-1977.

On behalf of the company it is submitted that in view of the take over of the mine by MOIL during the pendency of this reference, it must be held that this reference has become infructuous. Shri Rajagopal for the company submits that an Industrial Tribunal in adjudication proceedings can create a new contract of employment between the employer and the employees or vary the terms of the existing contract of employment. In either event according to Shri Rajagopal, two parties should necessarily exist viz. the employer and the employees. In this case, since the employer, the CPMO company has gone out of the picture after the sale of the mine on 21-9-1977 there is only one party left namely the workmen and it is not therefore possible for the Tribunal to bring about a new contract into existence I do not agree. The demand of the workmen is that they should be paid enhanced wages from 1-6-1976 on a par with the wages prevailing in MOIL. During the pendency of the reference (Order of reference dated 5-5-1977) MOIL company has taken over the mine in question with effect from 23-10-1977. The agreement with the MOIL does not provide as to who should bear the additional liability in the event of this reference being answered against CPMO the management herein. In the absence of such a stipulation, it should be held that the obligation of the CPMO company to meet this additional liability till the date of take over continues. The agreement stipulates that all past or future claims from such employees as may join MOIL except

gratuity and Provident Fund should be settled by CPMO directly.

For this purpose the existence of CPMO Company as an employer as on the date of the Award is not necessary for the obligation that arises out of this reference relates to a prior date when that company was the workmen's employer.

For these reasons issue 1 answered against the management

Issue Nos. 2 & 3 :

Shri Dharap for the workmen justifies the present demand for increase in wages on historical grounds, industry-cum-region basis and also on the financial capacity of the management to pay. As already noticed, till 1962, the CPMO company was operating all the 22 mines including Dongri Buzurg. Therefore the wage scales of all the employees of the 22 mines were the same till 1962. After MOIL came into existence in 1962 to operate the 21 taken over mines, it is the case of the workmen that till 1976, there was no difference between the wage scales prevailing in the two companies. The workmen's witness WW-1 in para 3 of his affidavit dated 30-10-1980 stated that till the settlement dated 20-10-1972 all the terms and conditions of the wage settlements arrived at between the Union Rashtriya Manganeese Mazdoor Sangh and the employers in relation to Manganeese Mining industry have been implemented in toto and the benefits thereunder were made available to the employees of the Dongri Buzurg mine also. He further stated that only the benefits under the settlement dated 2-6-1976 arrived at between the Rashtriya Manganeese Mazdoor Sangh and the MOIL have not been extended to the workmen of Dongri Buzurg mine. There has been no cross-examination of the witness on this point. The Agent and General Manager EW-1 has not traversed this point in his affidavit. During the course of his cross-examination on the affidavit, he stated that after 1962, MOIL entered into several agreements regarding wages with their workmen during the years 1965, 1966, 1968, 1971, 1972 and 1976. He could not say without verifying the record whether the terms and conditions of service embodied in all the above agreements, except the one dated 2-6-1976 were made applicable to Dongri Buzurg mine workers also by virtue of separate agreements entered into between CPMO and their workmen. He could not say if the same pay scales stipulated in the above agreements between MOIL and their workmen were made applicable by the CPMO company to their workmen under separate agreements. He further stated that separate agreements entered into between CPMO company and their workmen were available in the office and that he would file the same. But they are not filed. This witness has been working as the Agent and General Manager of the CPMO company since 1-4-1976. From 1-3-1957 to June, 1962 he was the Accounts Officer of the CPMO company. From the date of the formation of the MOIL on 1-7-1962 to 31-8-1967 he worked as the Accounts Officer of both MOIL and CPMO company as the administrative Officer of both companies was one. From 1-9-1967 to 31-3-1976 he was the Accounts Officer and Office Manager of the CPMO. From 1-4-1976 to 30-9-1977 he was the Director of MOIL company also. This shows his intimate connection with both MOIL and CPMO and when he does not deny WW-1's statement that till 1-6-1976 the pay scales of workers in both the companies, were the same WW-1's statement may have to be taken as correct.

In June 1976, MOIL entered into an agreement with Rashtriya Manganeese Mazdoor Sangh for revision of wages. The wages stipulated in that agreement are slightly higher than those fixed under the Minimum Wages Act. Under the agreement dated 2-6-1976 MOIL agreed to pay its employees drawing basic salary upto Rs. 100 per month a raise of Rs. 50 p.m. for employees drawing basic salary between Rs. 100 and Rs. 250 a raise of Rs. 45 per month and to those drawing Rs. 250 and above a raise at Rs. 40 p.m. Further a monthly paid staff member who has not received any increment for 10 years or more continuously on account of his being on top of his old scale is also given the benefit of additional increments in the new scale after necessary fitment. A person not receiving increment for 10 years is to be given one increment a person not receiving increment for 15 years or more two increments and a person not receiving increment for 20 years or more three increments. Since these provisions in the above agreement were not extended to the employees of CPMO the present dispute is raised. In

other respects, the terms of service in both the companies appear to be the same.

It is then argued that the wages of employees in each category working in the same industry within the same region, should be equal. The evidence of WW-1 shows that Dongri Buzurg Mine is about 5 K.M. from Sitla Mine. Sitapatore mine will be about 15 K.M. from Dongri Buzurg Mine. Kirodi mine will be about 18 K.M. from Dongri Buzurg Mine. Sitla, Sitapatore and Kirodi Mines are under Messrs MOIL and the workmen working there receive higher wages as per the agreement dated 2-6-1976 which is denied to the Dongri Buzurg Mine workers. EW-1 says that Dongri Buzurg Mine is situated within Bhandara District of Maharashtra. Chikla group of mines three in number belonging to MOIL (Chikla, Chikla extension and Sitasongi mines) lie within a radius of 2 to 3 miles from Dongri Buzurg Mine. As already stated the wages of workers of Dongri Buzurg Mine and Chikla group of mines are not the same, the latter enjoying higher wages. It is needless to say that the workers in both the sets of mines are engaged in the same industry. It is not also disputed that the CPMO company employees are given medical treatment as per the advice of the Chief Medical Superintendent of MOIL and the bill for re-couplement of travelling expenses for the said treatment are passed for payment by the Chief Medical Superintendent MOIL. Without his advice no medical treatment can be given. Nor any payment on account of medical treatment is to be made by CPMO to its employees. It is also not disputed that one D. S. Kothak Mine Foreman from CPMO company is transferred to work in the Balaghat Mine of MOIL. Similarly M/s. D. S. Chowhan compounder of CPMO company was transferred to work at Nagpur under the Chief Medical Superintendent of MOIL. One R. S. Shionkar, compounder was transferred from MOIL's Beldongri Mine to Dongri Buzurg mine of CPMO. These instances are relied upon in support of the contention that when the workmen of CPMO are liable to transfer to MOIL and vice versa their terms and conditions of service including pay scales should be the same.

Coming to the financial capacity of the company the Agent and General Manager as EW-1 stated that the additional financial burden the company will have to bear consequent upon the demand being accepted would be Rs. 20,000 per month for the relevant period 1-6-1976 to 23-10-1977. The total liability comes to Rs. three lakhs and forty thousand. Shri Dharap for the union relied upon certain facts to show that the company has the necessary financial capacity to pay the extra wages demanded. He invites attention to the letter dated 27-5-1975 addressed by Mr. Dudley, the Agent and General Manager of the company to the controller of purchase stores Hindustan Zinc Limited Udaipur wherein the company mentioned about the necessity to increase the price of ore in view of the then demand for an increase in wages. A similar letter was addressed by Mr. Dudley to M/s. Calcutta Mineral Supply Company Calcutta. It is argued that the demand for raise in wages referred to in the above two letters related to the subject matter of the present reference. For the company it is submitted that the demand for higher wages referred to therein related to the raise in wages, consequent upon the increase in the minimum wages, under the Minimum Wages Act. It is further submitted that in the above two letters of the year 1975 the demand which is the subject matter of the present reference which was made in June 1976 could not have been referred to. I agree.

Then reference is made to para 4 of the company's written statement filed on 23-7-1977. There it is stated that the increase in wages effected by MOIL was a result of various factors including the capacity to meet the additional liability involved. Then an extract from the agenda of the 103rd meeting of the MOIL Board of Directors was referred to, to show how MOIL proposed to meet the extra burden of the wage increase. By adopting the method indicated in the 103rd Board of Directors meeting MOIL expected to raise 60 lakhs of extra revenue to meet this additional demand. This statement in para 4 is understood to mean that MOIL's profit was Rs. 60 lakhs out of which CPMO's share should be 49%. It is contended that from out of this profit the CPMO could meet the additional demand for raise in wages. This line of approach cannot be accepted because CPMO never stated in their written statement that MOIL's profit was at any time Rs. 60 lakhs.

Then there are the balance sheets filed by the company for the years 1975, 1976 and upto 31-10-1977. The work-

men question the correctness of the same. The balance-sheet for the year ending with 31-12-1975 and the balance-sheet for the year ending with 31-12-1976 show a net loss of Rs. 18510 and Rs. 2126042 respectively. In the cross-examination of EW-1 the Agent and General Manager it is suggested that the said figures are incorrect because they are made without regard to the amount of loans to be recovered from the debtors and the sum of Rs. 11.52 lakhs to be recovered from MOIL. EW-1 denied the suggestion and asserted the correctness of the same. In para 6 of EW-1's affidavit it is stated that the MOIL has illegally deducted a sum of Rs. 11.52 lakhs from the amounts due to the company (CPMO) on 27-12-1977. This sum of Rs. 11.52 lakhs represents the liability of CPMO Co. to pay its employees taken over by MOIL from the date of take over viz. 21-9-77 their gratuity and Provident Fund as per the terms of the agreement between MOIL and CPMO. Since this amount is already deducted it cannot be added back to the company's profit and loss account. Whatever the objection of CPMO company to the deduction may be. The other objection to the Balance-sheet of 1975 and 1976 is that they do not include the loans to be recovered from the company's debtors. It may be seen that from 1973-74 the Company had begun lending its surplus moneys to certain individual companies and firms. In para 7 of the rejoinder of the Union dated 23-8-1977 it is stated that the CPMO has lent Rs. 1 crore to Ritz Private Ltd. and Rs. 30 lakhs to S. P. Builders as secured loans. To Mr. Ram Prasad and Mr. T. A. Bansali the Company has lent Rs. 2 lakhs each as unsecured loans. EW-1 deposed that by 1979 Rs. 25 lakhs was recovered from Ritz Private Ltd. and Rs. 10 lakhs from M/s. S. P. Builders and the entire loan from Mr. Bansali. The other debtor Ram Prasad has not yet paid anything. The balance sheets for the year 1975 and 1976 are said to be defective because the loans are not considered therein. If the objection is to the non-inclusion of the interest accruing from these loans in the profit and loss account of the year 1975 we should refer the assessment order of the Inspecting Assistant Commissioner of Income Tax Nagpur for the Assessment year 1977-78. The Inspecting Assistant Commissioner observed at page 18 of his report as under :—

"Besides mining and marketing of manganese ore, the assessee has been showing income from year to year following the mercantile system of accounting. During the period under consideration, however, interest income which accrued during the accounting period relevant to the year under consideration has not been offered for taxation. This is directly against the past practice of the assessee."

The amount of interest realisable for 1975-76 by 31-12-1976 was Rs. 12,25,501. Since this was not included on the receipt side, the Appellate Assistant Commissioner included the same to arrive at the assessable income of the company. Shri Dharap submits that the amount of Rs. 12 lakhs should be added to the profit for that year. Shri Rajagopal submits that only the amount less taxes may be added subject to the objection taken in the appeal preferred against the Assistant Commissioner's order. Less tax he says it may amount to Rs. 3 lakhs.

The workmen have also filed a revised statement of profit and loss account for the year 1976 in the light of the Inspecting Assistant Commissioner's assessment order, while accepting the profit and loss account for the year ending with 31-12-1976 filed by CPMO in other despatches. Relief claimed in respect of Sales Tax paid during previous years amounting to Rs. 7.31 lakhs is disallowed by the Assistant Commissioner and it is submitted this amount, should be added to the profits. Reference may be had to pages 3 to 18 of the Assessment order to appreciate the reason why this amount is disallowed. Shri V. Rajagopal for the company argues whatever the merits of the company's case in this regard may be, since this amount is admittedly paid by the company to the Sales Tax authorities it cannot be added back to the receipts side of the balance sheet. I agree.

Similarly the company claimed deduction in respect of Rs. 2.79 lakhs incurred by it for legal expenses. The Inspecting Assistant Commissioner rejected the claim vide his assessment order pages 25 to 43. Shri Rajagopal for the company submits that the lawyers fee of Rs. 1,79,000 was in fact paid to the lawyer and what has gone out of the company's hands cannot be added back to its income irrespective of the question whether the deduction is permissible under Income tax law. In respect of the other expenses

amounting to Rs. 1,11,177 the Assistant Commissioner disallowed 1/3 of it. The same argument is advanced on company's behalf in this regard also. So the Claim that Rs. 2.79 lakhs should be added to the receipts cannot be accepted. In respect of the London office expenses a sum of Rs. 3.08 lakhs is disallowed by the Assistant Commissioner vide pages 43 to 49 of the Assessment order. The same argument against the amount being included in the income holds good, since it is not shown that the expenses were not in fact incurred. The sum of Rs. 42,000 paid as bonus to the employees drawing Rs. 300 and above who are not entitled to bonus under the provisions of the Bonus Act, it is submitted should be added to the income. This expenditure is not allowed by the Assistant Commissioner vide page 35 of his order. But since the amount is actually paid it cannot be added to the income of the company for the purpose of arriving at the net profit. The other item of Rs. 4.67 lakhs required to be added to the income for the year 1976 represents provision made for payment of gratuity apart from the gratuity actually paid during that year. Though no argument is advanced on the point I think this objection is tenable and the amount has to be added to the income, since it was not actually expended during that year. For the same reason the deduction claimed in account of provision for legal expenses Rs. 50,000 is to be disallowed and the amount should be added to the income. The result is to the net profit shown in the profit and loss account i.e. Rs. 3,01,063 the amounts of Rs. 3 lakhs representing the interest, less tax on the loans given to M/s. Ritz (P) Ltd. and 3 others, the sum of Rs. 4,67,000 and Rs. 50,000 which are merely set apart as provision for payment of gratuity and legal expenses respectively should be added to the receipts.

Net profit for the year shown in the company's balance-sheet	Rs. 3,01,063
Interest on the loans, less tax	Rs. 3,00,000
Provision made for gratuity	Rs. 4,67,000
Provision for legal expenses	Rs. 50,000
Total :	Rs. 11,18,063

As per the Assistant Commissioner's assessment order for the year 1977-78 an additional sum of Rs. 24,51,000 has to be paid towards tax. Thus it is not correct to say that the company has made a profit for the year 1976.

Shri Dharap for the Union relying on the decision reported in 1978(1) LIT page 532 SC (Shivraj Fine Arts Litho Works vs. State Industrial Court and others) urged that gross profit alone should be taken into account in determining the financial capacity of the employer to pay higher wages and that provision for income tax, reserve and depreciation are not permitted. He submits that provision for taxation in the shape of income tax and for reserve must take a second place as compared to wage structure and gratuity. The decision reported in 1979 Lab. I.C. Page 1379 SC (The management of Shri Chalthan Vibhag Khund Udyog Sahakari Mandli Ltd. vs. C.S. Barot and another) seems to take a different view.

Then some argument is advanced to show that the profit derived from CPMO company from its 49% shares holding in MOIL has also to be taken into account. But the company in its written statement dated 3-9-1980 para 6 has stated that MOIL did not pay the dividends due to them even in respect of preference shares from 1971-72 onwards. On the ordinary shares dividend was received only for the years 1965-66 and 1966-67 and none thereafter. The correctness of this statement is not seriously questioned.

Then attention is invited to the balance-sheet for the period ending with 31-10-1977 where a sum of Rs. 29,18,759 is shown to have been transferred to the London Office. The learned counsel for the workmen thought that this amount represented transfer of a portion of the company's accumulated profit to their London Office. Shri Rajagopal for the company submitted that the amount represented the loss sustained by the company in selling their equity and preference shares in MOIL to the Government of India under the agreement dated 21-9-1977. This statement of Shri Rajagopal is not challenged.

In the written statement dated 9-6-1977 the union has stated that from the fact the company had paid more than a crore of Rupees towards Railway freight for export of ore during the year 1975-76, it should be presumed that its profits for the year were very high. Similarly the Royalty paid for the year 1975 was Rs. 72,984 while the Royalty

paid during the year 1976 was Rs. 1,70,731 that is more than double. It is said that when the Royalty paid in 1976 was double the Royalty paid the previous year, the company's profits also should have appreciably gone up. This contention cannot be accepted because the correctness of the profit and loss accounts submitted by the company for the years 1975 and 1976 is not challenged. Then Shri Dharap stated that on the basis that the company has sustained loss for the two years 1975 and 1976, the demand of the workmen for the raise of wages cannot be rejected. According to him the financial condition of the company for four or five years on average should be taken into account. But such information is lacking. Finally Shri Dharap submitted that when admittedly the sum of Rs. 1,34,000.00 p. advanced to M/s. Ritz (P) Ltd. and three others, represented the profits of the company which could not be repatriated to U.K. since 1966 the company's plea that it has no financial capacity to meet the present demand cannot be accepted especially when the commitment involved is a small amount like Rs. 3.4 lakhs as stated by EW-1. Shri Dharap further submitted that the company may be directed to pay at least a portion of the wage raise, demanded.

Shri Raja Gopal for the company submitted that the mine in question Dongri Buzurg being a very unprofitable one there is no justification for the present demand. He lays great stress on the circumstance that for more than three years after the date of take over on 23-10-1977 MOIL has not raised the wages of Dongri Buzurg mine workers to the same level as those of its workmen in the other 21 mines of theirs. Reference may be had to para 1 of the agreement between M/s. MOIL and CPMO company dated 21-9-1977 wherein MOIL undertook to offer fresh employment to all the employees directly employed by the CPMO at their Dongri Buzurg mine, on such terms and conditions applicable to the employee of MOIL. Shri Dharap on instructions from the Union leaders present in the Court admitted that till today the wages of the workmen taken over from the CPMO company in terms of the aforesaid agreement are lower than those paid to the other employees of MOIL. No satisfactory reason is given as to why the union has not pressed for parity of wages despite the provisions of para 1 of the agreement.

Then it is submitted that there is no comparison between Messrs MOIL and CPMO company in the matter of financial capacity to pay. While MOIL works 21 mines, CPMO operates only one. MOIL because of its dominant position in the market can manipulate the prices of ore CPMO with one mine cannot do so. While the future of MOIL is assured CPMO had no future prospects at all, on the date of the present demand that is June, 1976. Though CPMO as an unit can stand no comparison with MOIL in the matter of the number of mines worked, the financial outlay, the number of workmen employed, quantity of ore extracted etc. still in view of the past history of these two units till 1972 in the matter of maintaining parity of wages, the desirability of having uniformity of wages in the same industry within the region, the wage rates prevailing in MOIL will have to be taken into account in considering the reasonableness of the workmen's demand. (Issue 3 is answered accordingly).

Shri Dharap also submitted that the acceptance of the present demand of the workmen may also help them in claiming parity in wages along with the employees of MOIL from the date of take over.

On a consideration of the above facts and circumstances I feel that the present demand of the workmen is justified on historical grounds and also for the reason that the employees of MOIL and CPMO company are transferable from one company to the other. Further when the workmen herein are engaged in the same industry within the same region as the workmen of MOIL the existence of any disparity in their wages is not desirable. May be, the financial position of CPMO during the year 1975 and 1976 was not good. That is no reason for denying the workmen's demand for parity of wages with the employees of MOIL.

Issue 2 answered for the workmen.

Issue No. 4 :

Having regard to the several constraints under which CPMO was working from 1972 onwards, I hold that the workmen's demand for raise in wages from June 1976 to

21-10-1977 though justified still the CPMO company cannot be called upon to pay the entire amount. I direct the company to pay 50 per cent of the raise in wages now demanded. Issue 4 found accordingly.

Issue No. 5 :

In the result this reference is answered as follows :—

The demand of workmen of Dongri Buzung mine of CPMO company for enhancement of wages w.e.f. 1-6-1976 is justified. However, they will get only 50% of the enhanced wages for the period 1-6-1976 to 23-10-1977.

P. RAMAKRISHNA, Presiding Officer

[No. I-27011 2/76 D.I.H.B.]

K. K. HANDA, Under Secy

New Delhi the 14th April, 1981

S.O. 1310.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Madras, in the industrial dispute between the employees in relation to the management of Central Bank of India, Madras and their workman, which was received by the Central Government on the 24.9.81

BEFORE THIRU T. SUDARSANAM DANIEL, B.A., B.L.

Presiding Officer,

Industrial Tribunal, Madras

(Constituted by the Government of India)

Saturday, the 21st day of March, 1981

Industrial Dispute No. 83 of 1980

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workmen and the Management of Central Bank of India, Madras.)

BETWEEN

The workmen represented by The General Secretary, Central Bank of India Staff Union, No. 1. P. Subramaniam Road, T. Nagar Madras-17.

AND

The Assistant General Manager, Central Bank of India, 159, Greaves Road, Madras 6.

REFERENCE :

Order No. I-12011/74/79-D.II-A, dated 31-10-1980 of the Ministry of Labour, Government of India, New Delhi.

This dispute coming on for final hearing on Tuesday, the 17th day of February, 1981 upon perusing the reference, claim and counter statements and all other material papers on record and upon hearing the arguments of Thiru S. Rajaram, General Secretary of the Union appearing for the workmen and of Thiruvallugai S. Sampath Kumar and S. Ramnarayan, Advocates for the Management and this dispute having stood over till this day for consideration, this Tribunal made the following.

AWARD

This is an Industrial Dispute between the workmen and the Management of Central Bank of India Madras-6 referred to this Tribunal for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 by the Government of India in Order No. I-12011/74/79-D.II A, dated 31-10-1980 of the Ministry of Labour, in respect of the following issue following issue :

Whether the action of the management of Central Bank of India in relation to their Branch at Madras in not treating Shri P. Selvaraj (appointed 14-7-76) and

Shri K. A. Sivasankaran (appointed 1-12-65) on probation with effect from their dates of appointment and in not confirming them after the expiry of probationary periods, is justified? If not, to what relief are the workmen concerned entitled?

(2) Facts leading upto this dispute are as follows : The Management is the Central Bank of India, 159, Greaves Road, Madras-6, Tamil Nadu. The present reference made by the Government of India relates to the service conditions of Thiru P. Selvaraj and Thiru K. A. Sivasankaran employed as Clerks by the Management at Madras Office. The claim statement on behalf of these two workmen has been filed by the Central Bank of India Staff Union, No. 1, P. Subramaniam Road, T. Nagar, Madras-17. Ex. W-2 is the publication in "The Hindu" dated, Friday, the 8th November, 1974. It is not in dispute that this advertisement has been made by Central Bank of India, Madras inviting applications from ex-servicemen (disabled or otherwise) and dependants of defence services personnel killed in action, who satisfied the following eligibility criteria for posts of Clerks/Typists/Stenographers/Cashier/Godownkeepers for the Banks Offices situated in North Arcot, South Arcot, Chingleput and Madras Districts in Tamil Nadu State. The "Leading Nationalised Bank" mentioned in Ex. W-2 is none other than the Central Bank of India, Madras. Ex. W-2 specifically invites applications for these posts exclusively for Ex-servicemen (disabled or otherwise) and dependants of defence services personnel killed in action. The eligibility criteria for the different posts are also indicated in Ex. W-2. There is no controversy that the two workmen concerned in this reference were either Ex-servicemen or dependants of defence services personnel killed in action. It is common ground that both these individuals responded to the offer made by the Bank under Ex. W-2 and as they were eligible, they submitted their applications in the time strictly in accordance with the form given in Ex. W-2. As per Eligibility Criteria No. 6 in Ex. W-2, candidates fulfilling the above eligibility conditions will be called for a written test and depending upon their performance in the test, they will be called for interview. Apparently, when these two individuals satisfied the eligibility criteria indicated in Ex. W-2 and made the application in form outlined in Ex. W-2, the Central Bank of India, Madras Divisional Office had called these two candidates for written test. Exs. M-4 and M-5 are the Hall tickets issued to these two candidates by Central Bank of India, Madras Divisional Office on 5-12-1974. From Exs. M-4 and M-5, it can be further gathered that these two candidates made their applications respectively on 11-11-1974 and 8-11-1974. Under Exs. M-4 and M-5, both these candidates were directed to appear for a written test to be held at Pachaiyappa's College, Poonamallee High Road, Madras-30 on 29th December, 1974 at 10.00 A.M. and the examination number allotted to them respectively being 12019 and 12027. It is further not disputed that these two candidates did sit for the written test and they passed the written test and they were later called for interview and eventually they were selected as clerks by the Management.

(3) Under the Eligibility Criteria No. 7 in Ex. W-2 the selected candidates will be on probation for an initial period of 6 months which may be extended by a further period of 3 months at the discretion of the Management and their confirmation in service will be subject to satisfactory work and conduct during the period of probation. Admittedly, these two candidates were placed on probation and it is not the case of the Management that even once the probation was extended. However, after successful completion of the probation period the Management placed both these candidates in the waiting list and as and when vacancies, temporary or otherwise, arise in the respective clerical cadre, the same was offered to these workmen. In accordance with this regulation, the two workmen were not given regular appointment after the satisfactory completion of their probation. In brief, the claim of these two workmen is that after the completion of their successful probation, these workmen should have been regularly absorbed by the Management and therefore the Management's action in not confirming these workmen after the expiry of the probationary period is unjustified.

(4) The claim of these two workmen is resisted by the Management. In paragraph (5) of the counter statement, the Management specifically mentions 5 grounds, on which it is claimed that the two workmen have absolutely no

jurisdiction to make the present claim. I shall examine these grounds. Ground No. 2 is that there is no Industrial Dispute as such for adjudication by this Tribunal. Although this plea has been specifically taken in the counter statement, in fairness to Thiru S. Sampath Kumar, the learned counsel for the Management it must be said that no argument was addressed by him on this aspect. It is not denied that the Management appeared before the Regional Commissioner (Central) Madras for conciliation in respect of this very same dispute. It was not their stand that there is no dispute arising out of the Industrial Disputes Act, 1947. Moreover, the action of the Management would amount to this denying the lawful wages due to these workmen if their services had been regularised in accordance with law. As a result of this action of the Management, certainly, several workmen junior to these workmen would have been given seniority. Looked at from this angle, it can be easily held that the present controversy would come within both items (1) and (7) of Third Schedule to Industrial Disputes Act, 1947. Under these circumstances, I am unable to accept the grand written plea of the Management that the present reference must be held to be incompetent.

(5) I shall next deal with Ground Nos. 1, 3, 4 and 5 together. The basis for these contentions is that these two workmen were only entertained in temporary vacancies and as such they cannot claim a regular appointment on the successful completion of their probation. Therefore, it has to be determined whether these workmen were recruited and employed by the Management only on temporary basis for temporary vacancies. Thiru K. A. Sivasankaran is an ex-serviceman by himself whereas Thiru P. Selvaraj may be an ex-serviceman or a dependant of an ex-serviceman killed in action. As already referred to, both these persons responded to the offer of the Management-Bank under Ex. W-2 in November 8, 1974. Both these candidates took their written examination on 29-12-1974—vide Exs. M-4 and M-5. Both of them successfully passed their written test and later they were called for interview by the Bank and after the satisfaction of the Bank, these two were selected as clerks. Ex. W-1 is a photostat copy of the Circular issued by the General Manager of the Bank to all Zonal Managers and Divisional Managers, on 24-10-1974. Paragraph (1) of Ex. W-1 refers to the directive issued by the Government of India in the matter of reservation of vacancies for Ex-Servicemen (disabled or otherwise) and dependants to Defence Services Personnel filled in action. It is specifically mentioned that 17-1/2 per cent and 27-1/2 per cent of the vacancies in clerical and subordinate cadres, respectively, have been earmarked for ex-servicemen and dependants of personnel killed in action. Paragraph (2) of Ex. W-1 further points out that the Bank has not been able to recruit so far an adequate number of candidates belonging to the ex-servicemen category to conform to the quota fixed for them and the Government had been repeatedly reminding them to take necessary action to fill up the quota. They desired that the disabled service personnel and members of families of ex-servicemen, who had lost their bread winners in the service of the Nation should be given priority, and reservation quotas implemented with sufficient flexibility. At those of their Divisions where there were adequate numbers of candidates belonging to ex-servicemen and dependants of those killed in action in the waiting list for recruitment both in clerical and subordinate cadre, they should be taken up in the next actual vacancies on priority basis, not only to fill up the quota for the current year but also to make up for the deficiencies of the past two years to the extent possible. It further points out that the other Divisional Offices who could not have on their waiting lists adequate number of candidates in such a category because such candidates could not then be available, should now hold a special requirement test exclusively for ex-servicemen and dependants of personnel killed in action for maintaining a waiting list for recruitment in clerical and subordinate cadres to fill up the quota not only for the current year but also for the next year i.e. 1975. In paragraph (8) of Ex. W-1, the Divisional Offices are advised to insert necessary advertisements in the press calling for the applications immediately. According to Ex. W-1 the recruitment test should be held in the Divisional Offices simultaneously on 1st December, 1974. However from Exs. M-4 and M-5 it can be seen that this written test has been fixed to take place on 29-12-1974. Thus the recruitment policy of the Bank and the Government of India with regard to Ex-Servicemen and dependants of Defence Services Personnel

killed in action had been clearly indicated and set out in Ex. W-1. In accordance with the direction given in Ex. W-1, the advertisement had been made in "The Hindu" on 8-11-1974—vide Ex. W-2. Apart from Ex. W-1 and also Ex. W-2, it is clear that the special recruitment from Ex-servicemen and dependants of Defence Services personnel killed in action was not only to fill up the quota for the current year but also for the next year, i.e., 1975. It should also be remembered that 17 1/2 per cent and 27-1/2 per cent of the vacancies in clerical and subordinate cadres respectively had been earmarked for Ex-Servicemen and dependants of personnel killed in action. Therefore, when a candidate satisfies the Eligibility Criteria mentioned in Ex. W-2 and successfully passes the written test and satisfies the Bank in their interview and is selected for appointment, then by no stretch of imagination can it be said that such candidate was meant only for temporary purpose against temporary vacancy. As a matter of fact, in Ex. W-1, it is specifically mentioned that these should be taken up in the next actual vacancies on priority basis. Admittedly, these two workmen have completed their probation period to the satisfaction of the Bank and it may be noted that there is no occasion to extend their probation either as envisaged in Eligibility Criteria No. 7 of Ex. W-2. In the face of these materials, both these workmen are entitled to be absorbed in the regular category on their successful completion of their respective probationary period.

(6) At this stage, I may advert to another plea of the Management taken up in paragraph (2) of the counter statement to the effect that while calling these candidates for special recruitment test held in January, 1975, it was made clear to them in the Hall tickets that selected candidates will be empanelled in the waiting list to be absorbed as and when vacancies temporarily or otherwise arise and that the selected candidates have signed the Hall tickets in token of having agreed to the above terms and conditions and therefore these two workmen are estopped from contending that they should be posted on permanent basis straightaway and placed on probation immediately after election. There is a factual error, namely, that there were no special recruitment test held in January 1975. The written test was held on 29-12-1974 and the Hall tickets respectively issued to these workmen have been marked as Exs. M-4 and M-5. Reliance is sought to be placed on the terms and conditions agreed to by these two candidates under Exs. M-4 and M-5. This is a novel claim where a leading Nationalised Bank like Central Bank of India attempts to barter the rights of the candidates at the pistol end. Normally, it is unheard that a Hall ticket issued specifically for the purpose of taking an examination should contain other terms and conditions of the service of the proposed entrant. A close perusal of terms under Exs. M-4 and M-5 would indicate that almost all the terms mentioned in Exs. M-4 and M-5 related to the written examination to be taken by the candidates. Thus far it is good. But at the far end of these Hall tickets there appear a few sentences wherein the rights of the entrant are sought to be curtailed. After all these candidates are coming for a special recruitment of Ex-servicemen or dependants of those persons killed in action and they satisfy the eligibility criteria under Ex. W-2 and they are appearing for a written test and at this point of time the right of these candidates are sought to be taken away by the hand of the Management purporting to bind them to the terms and conditions contained in the Hall tickets Exs. M-4 and M-5. In the first place, these conditions are obnoxious and they are surreptitiously included on the candidates who are anxious to take the examination who in the words of Circular of the Bank Ex. W-1 have lost their bread-winners in the service of the Nation and to give a top priority for them a special recruitment ordered by the Nationalised Bank on the direction of India has been held. Therefore the clever insertion of a few clauses in a Hall tickets cannot by any stretch of imagination take away the right of the intended entrants. It must also be remembered that these conditions have no bearing on the issue of Hall tickets or on the relevancy of the candidates taking the written test. Another clause purporting to bind the candidates is that the persons selected should be prepared to serve in any offices of the Bank in India. But this is directly opposed to the specific terms mentioned in Ex. W-2 where these candidates are called for the Bank's Offices situated in North Arcot, South Arcot, Chingleput and Madras Districts in Tamil Nadu State. There is no

whisper either in the Eligibility Criteria or the Application Form that the candidate must be prepared to serve in any Branch in India. Hence no value can be placed or attached to the last 8 lines appearing at page 2 of Exs. M-4 and M-5 included by the Management and intended to bind the prospective candidates. Therefore, the so-called terms and conditions appended to the Hall ticket must be simply ignored and considered to be non est in the eye of law. If that be so, there is absolutely no reason why on the successful completion of the probationary period these workmen should not be regularised in the services of the Bank.

(7) Another defence taken by the Management is that there were breaks in the services of these two workmen and therefore they cannot be considered to be permanent workmen. These breaks have been necessitated on the misconception that these workmen were temporary employees and were bound by the so-called terms and conditions appended to in the Hall tickets Exs. M-4 and M-5. Therefore the break in service has no relevance in the claim of these two workmen. Furthermore, the action of the Management is sought to be defended on the ground that the Management has entered into a Settlement with the recognised majority Union on 23-12-1971. Ex. M-1 contains the Memorandum of Settlement. A perusal of the short recital or the case and all the terms of agreement in Ex. M-1 would clearly indicate that what was settled was the confirmation of members of the clerical staff who are initially taken up on temporary basis and whose temporary services were continued from time to time with breaks of two to three days and subsequently taken up on probation. It is manifest that the controversy settled under Ex. M-1 has no bearing whatsoever to those people who are put on probation. Actually, Ex. M-1 deals with the case of staff who initially taken up on temporary basis and whose services were continued from time to time with breaks of two to three days and subsequently taken up on probation. But on the other hand, as far as these two workmen are concerned they are put on probation as soon as they were selected by the Management and therefore even assuming that the settlement was anything to do with the services of the other employees they cannot curtail the rights of the workmen who were recruited under the special recruitment. The Management is perfectly conscious of the position for in paragraph 5(d) of the counter statement filed they have clearly stated that as these two workmen did not fall within the ambit of the said agreement they could not be given back-dated confirmation in service from the date of temporary employment. These two workmen were never under any temporary appointment and therefore there is no question of regularising the services of these two workmen at any point of time. Under these circumstances, there is absolutely no conceivable reason for the Management in not properly regularising the services of these two workmen consequent on their successful completion of their respective probationary period. It is most unfortunate that a leading nationalised bank would drive these two workmen who are breadwinners of those who have given the life for the cause of the Nation from pillar to post under one guise or another, flouting the express directions of the Government of India which wholly owns the Management-Bank. Hence I have no hesitation to find that the action of the Management in not confirming these two workmen after the expiry of the probation period is highly unjustified and unwarranted.

(8) In the result, an Award is passed holding that the action of the Management in not confirming these two workmen after the expiry of the probationary period is unjustified and the two workmen Thiru P. Selvarai and Thiru K. A. Sivasankaran shall be deemed to be in continuous service from the date of completion of probationary period and will be entitled to consequent wages, increment if any and seniority.

(i) In as much as the clear guidelines of the General Manager of the Management-Bank under Ex. W-1 had been designedly ignored or thwarted by the Divisional Office of the Management-Bank, Madras, in the interest of public who have a reasonable say in the nationalised bank, it is desirable that the General Manager of the Management-Bank take appropriate actions against those persons in the

Divisional Office, Madras who are personally responsible for creating this muddle, thereby bringing not only nationalised bank, but also Government of India into ridicule and contempt in eyes of public so that at least in future such deviations should not be resorted to by the Divisional Office of Management-Bank.

(ii) I also direct the Management to pay a cost of Rs. 500 to the Petitioner-Union.

Dated, this 21st day of March, 1981

Sd/-

T. SUDARSANAM DANIEL, Presiding Officer

WITNESSES EXAMINED

For both sides : None.

DOCUMENTS MARKED

- Ex. W-1/24-10-74—Circular issued by the Bank to all Zonal and Divisional Managers regarding special recruitment test for Ex-Servicemen (disabled or otherwise) and dependants of Defence Service, Personnel killed in action. (Annexure-A of the claim statement).
- Ex. W-2—Publication made in "The Hindu" dated 8-11-1974 by the Bank inviting applications for the posts of Clerks/Typists/Stenographers/Cashier/Godown-keepers.
- Ex. W-3/29-11-75—Circular of the Union regarding confirmation of temporary employees in the State.
- Ex. W-4/22-2-77—Letter from the Government of India (Ministry of Defence) to the Bank regarding absorption Ex-Servicemen on regular basis. (Annexure-D of the claim statement).

For Management

- Ex. M-1/7-1-72—Circular of the Central Office to all controlling branches regarding date of confirmation of members of clerical and subordinate staff with Memorandum of Settlement dated 23-12-1971. (true copy).
- Ex. M-2/16-7-73—Central Office Circular to All Zonal Managers/Deputy Zonal Managers, Assistant Zonal Managers and Divisional Managers ~~about the date~~ of confirmation of members of clerical and subordinate staff. (True copy).
- Ex. M-3/19-9-75—Letters from the Divisional Manager of the Bank to the Zonal Office, Madras-6 enclosing representation of the temporary employees.
- Ex. M-4/-12-74—Hall Ticket issued to Thiru P. Selvarai requiring to appear for written test.
- Ex. M-5/5-12-74—Hall Ticket issued to Thiru K. A. Sivasankaran requiring to appear for written test.
- Ex. M-6/12-11-75—Letter from the Zonal Office of the Bank to the Divisional Manager regarding appointment of Scheduled Caste/Scheduled Tribe candidates.
- Ex. M-7/6-5-68—Circular No. 4/68 regarding recruitment of staff. (copy).

T. SUDARSANAM DANIEL, Presiding Officer

Note.—Parties are directed to take return of their document/within six months from the date of publication of this Award.

[No. L-12011/74/79-D. II (A)]

N. K. VERMA, Desk Officer

